

DRAFT AGENDA

Approval of the regular meeting minutes from October 21, 2020.

PROCLAMATIONS

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).

DEPARTMENT OF ADMINISTRATION

**DIRECTOR DAMMINGER
FREEHOLDER DIMARCO**

A-1 RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE GLOUCESTER COUNTY PROSECUTOR'S OFFICE, THE GLOUCESTER COUNTY BOARD OF CHOSEN FREEHOLDERS, AND THE ASSOCIATION OF ASSISTANT PROSECUTORS OF GLOUCESTER COUNTY.

This Resolution accepts and ratifies an Agreement between the Gloucester County Prosecutor's Office, together with the Gloucester County Board of Chosen Freeholders and the Association of Assistant Prosecutors of Gloucester County. Under the terms of the Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2021 through December 31, 2024.

A-2 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

This Resolution authorizes the insertion of revenue items which were not determined at the time of adoption of the 2020 County Budget as follows:

- **Comprehensive Traffic Safety Program** - \$55,100.00. This grant provides funding for the purchase of safety and police supplies, training and educational materials. This allows GC Highway Safety Taskforce to increase public awareness of the significant safety problems confronting our residents through education, communication and training.
- **Social Services for the Homeless** - \$28,716.00. These funds will be used to continue the County's current Social Services for the Homeless Program. This funding will provide services to residents who are at-risk of homelessness and who do not qualify for emergency assistance, general assistance or WorkFirst NJ. This additional funding will bring the total SSH State funding to \$663,117.00.
- **WORKFIRST New Jersey** - \$1,226,239.00. This program provides readiness training to residents who are currently receiving public assistance. The training received may be literacy training, work readiness preparation or vocational training. The County has the responsibility of case management which entails working individually with clients to provide a variety of assistance that is needed for the client to become employed.
- **County Environmental Health Act (CEHA 2020)** - \$150,000.00. This grant supports services provided on behalf of DEP, including Solid Waste Program, air pollution prevention and use of DEP's database.
- **Access to Reproductive Care & HIV Services (ARCH)** - \$93,750.00. This grant is dedicated to reducing the spread of HIV/AIDS and other infectious diseases by offering drug treatment assessment, education and preventive services and community partner linkages for individuals in the community, including pregnant women at high risk for HIV and STD's. These additional funds will bring the total funding for this program to \$125,000.00.

A-3 RESOLUTION AUTHORIZING A CONTRACT WITH PROPERTY REGISTRATION CHAMPIONS, LLC FROM NOVEMBER 1, 2020 TO OCTOBER 31, 2021.

This Resolution authorizes a contract with Property Registration Champions, LLC d/b/a ProChamps for a County-wide Registration Program for abandoned properties subject to mortgages that are in default, which involves the drafting and implementing of legally proper municipal registration ordinances, as per RFP-20-053.

A-4 RESOLUTION AUTHORIZING APPLICATION AND PARTICIPATION IN LOCAL GOVERNMENT EMERGENCY FUND GRANT.

This Resolution authorizes application and participation in the CoronaVirus Relief Fund through the Department of Community Affairs, of the Division of Local Government Services, which has been deemed the lead agency for the distribution of the Local Government Emergency Fund ("LGEF"). Such funding is provided through an allocation of the State of New Jersey's CARES Act Coronavirus Relief Fund ("CRF"); and counties and municipalities that were excluded from the federal government's direct CRF allocation plan, as well as those counties and municipalities that are currently the most impacted by COVID-19 in comparison to their available resources, are eligible for LGEF funds pursuant to a maximum distribution determined by formula.

A-5 RESOLUTION AUTHORIZING AN ASSIGNMENT AND ASSUMPTION AGREEMENT REGARDING THE PREDEVELOPMENT LOAN AGREEMENT WITH THE HOUSING AUTHORITY OF GLOUCESTER COUNTY.

This Resolution authorizes execution of an Assignment and Assumption Agreement regarding the Predevelopment Loan Agreement, approved on June 3, 2020, between the County of Gloucester ("County") and the Housing Authority of Gloucester County ("Housing Authority"). It provides for the provision of gap funding by County to finance costs incurred by Housing Authority for the Project, as well as associated site improvements, transferring Housing Authority's rights, interests, and obligations therein, to the Gloucester County Housing Development Corporation, a non-profit entity and instrumentality of the Housing Authority.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**FREEHOLDER DIMARCO
FREEHOLDER LAVENDER**

B-1 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH HARRING FIRE PROTECTION, LLC FOR \$71,500.00.

This Resolution awards an emergency Contract with Harring Fire Protection, LLC for sprinkler system upgrades at the Board of Elections Building and the installation of an FM 200 Clean Agent Fire Suppression System in the voting machine rooms to eliminate the possibility of water damage to voting machines and ballots for a total amount of \$71,500.00, from October 20, 2020 until completion of project. C.A.F. No. 20-08529 has been obtained to certify funds.

B-2 RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT WITH U.S. LUMBER, INC. FROM NOVEMBER 6, 2020 TO NOVEMBER 5, 2021 FOR AN AMOUNT NOT TO EXCEED \$100,000.00.

This Resolution extends a contract with U.S. Lumber, Inc. for the one-year period from November 6, 2020 to November 5, 2021 for the supply of various building materials for use by the Department of Buildings and Grounds. This Contract was originally entered into on November 6, 2019 and allows for one (1) two-year renewal, or two (2) one-year renewals. Vendor shall be compensated in an amount not to exceed \$100,000.00 per year, as per PD-19-063.

B-3 RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH EFFECTV FOR \$20,000.00.

This Resolution authorizes an emergency contract with EFFECTV for an Emergency Comcast Advertisement Run, for \$20,000.00. The said contract was exempt from public bidding, as it was required for voter education on the safety and use of vote by mail ballots related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by James N. Hogan, County Clerk. C.A.F. No. 20-08670 has been obtained to certify funds.

B-4 RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH INCLUSION SOLUTIONS, LLC FOR \$32,055.00.

This Resolution authorizes a contract with Inclusion Solutions, LLC to provide election materials, including ballot trollies and LED purification wands for the 2020 General Election, for \$32,055.00. C.A.F. No. 20-08679 and No. 20-08669 have been obtained to certify funds.

B-5 RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH A. RIFKIN CO. FOR \$19,733.50.

This Resolution authorizes a contract with A. Rifkin Co. to purchase flip-top chamber ballot/supply wagons for election operations in the County. C.A.F. No. 20-08707 has been obtained to certify funds.

**DEPARTMENT OF ECONOMIC DEVELOPMENT
& PUBLIC WORKS**

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

C-1 RESOLUTION AUTHORIZING CHANGE ORDER #01 TO DECREASE THE CONTRACT WITH SOUTH STATE, INC. BY \$89,551.85.

This Resolution will authorize Change Order #01 to decrease the contract with South State, Inc. by \$89,551.85, resulting in a new total contract amount not to exceed \$1,857,786.15, for reconstruction of Bridge 5-B-5 Oldmans Creek Road (CR 602) over Indian Branch in the Township of Woolwich, as per Engineering specifications #17-15SA.

C-2 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE CONTRACT WITH RICHARD E. PIERSON CONSTRUCTION CO., INC. BY \$437,696.48.

This Resolution will authorize Change Order #01-Final to decrease the contract with Richard E. Pierson Construction Co., Inc. by \$437,696.48, resulting in a new total contract amount not to exceed \$3,216,017.10, for construction of Rowan/Ellis Mill Road/US 322 Connector Road (CR 641 Spur), as per Engineering specifications #18-15.

C-3 RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE CONTRACT WITH REMINGTON & VERNICK ENGINEERS BY \$160,000.00 THROUGH COMPLETION OF THE PROJECT.

This Resolution authorizes an amendment to the contract with Remington & Vernick Engineers for an increase in an amount not to exceed \$160,000.00, resulting in a new total contract amount not to exceed \$310,000.00. This increase is for additional, unforeseen construction management and inspection services for emergency road projects performed to repair Blackwood Barnsboro Road and other County-wide projects, as per RFP-20-014.

**DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS**

**FREEHOLDER CHRISTY
FREEHOLDER SIMMONS**

DEPARTMENT OF EDUCATION

**FREEHOLDER BARNES
FREEHOLDER JEFFERSON**

**DEPARTMENT OF HEALTH &
HUMAN SERVICES**

**FREEHOLDER JEFFERSON
FREEHOLDER BARNES**

F-1 RESOLUTION AUTHORIZING A GRANT APPLICATION WITH THE NJ DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ACCEPTANCE OF THE 2021 COUNTY ENVIRONMENTAL HEALTH ACT GRANT FOR THE TERM JULY 1, 2020 TO JUNE 30, 2021 IN THE AMOUNT OF \$150,000.00 WITH AN IN-KIND MATCH OF \$150,000.00 FOR A TOTAL AMOUNT OF \$300,000.00.

This Resolution authorizes the County Health Department to submit a grant application with the NJ Department of Environmental Protection for the 2021 County Environmental Health Act Grant (CEHA), and to accept funds in the total program amount of \$300,000.00, to be used for support services provided on behalf of the DEP, including safe water, pesticides and ambient safe water (stream) inspections.

F-2 RESOLUTION AUTHORIZING AMENDMENT TO THE ARCH PROGRAM GRANT TO RECEIVE ADDITIONAL FUNDS FOR THE TERM OCTOBER 1, 2020 TO JUNE 30, 2021 IN THE AMOUNT OF \$93,750.00.

This Resolution will authorize an amendment regarding ARCH Program Grant I.D. No. DHST21OP1005 to receive additional funds from the NJ Department of Health in the amount of \$93,750.00, and to extend the grant period from October 1, 2020 to June 30, 2021. The grant funds originally awarded to the County Health Department by Resolution adopted on June 3, 2020 were in the amount of \$31,250.00. The total funds now to be received will total \$125,000.00, and will be used regarding reproductive care and HIV services (ARCH Nurse Program).

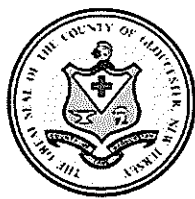
F-3 RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH CME ASSOCIATES FROM OCTOBER 16, 2020 TO OCTOBER 15, 2021 IN AN AMOUNT NOT TO EXCEED \$270,000.00.

This Resolution authorizes a contract for professional services with CME Associates for septic system inspections on behalf of the County Health Department, as per RFP-20-055, from October 16, 2020 to October 15, 2021, in an amount not to exceed \$270,000.00.

**DEPARTMENT OF PARKS &
LAND PRESERVATION**

**FREEHOLDER LAVENDER
FREEHOLDER DIMARCO**

MINUTES



6:00 p.m. Wednesday, October 21, 2020

Call to Order

Salute to the Flag

Open Public Meetings Statement

Roll Call

FREEHOLDER	PRESENT	ABSENT
Deputy Director DiMarco	X	
Freeholder Barnes	X	
Freeholder Christy		X
Freeholder Jefferson	X	
Freeholder Lavender	X	
Freeholder Simmons	X	
Director Damminger		X

Changes to the Agenda

Approval of the **October 7, 2020** meeting minutes.

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger						X

Comments: N/A

PROCLAMATIONS

Public portion on agenda items only (time limit of five (5) minutes per person, per public portion).
OPEN

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger						X

Comments: N/A

CLOSE

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger						X

Comments: N/A

Clerk reads Consent Agenda Statement

All matters listed under Consent Agenda are considered to be routine by this Board of Chosen Freeholders and will be enacted by one motion in the form listed. There will be no separate discussion of these items. If discussion is desired, that item will be removed from the Consent Agenda and will be considered separately. Where necessary, any item requiring expenditure is supported by Certificate of Available Funds. All Consent Agenda items will be reflected in the minutes.

Motion to approve Consent Agenda

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X		Bill List #02-02782	
Director Damminger						X

Comments: N/A

RESOLUTIONS

DEPARTMENT OF ADMINISTRATION

DIRECTOR DAMMINGER
FREEHOLDER DIMARCO

52743 RESOLUTION APPROVING THE BILL LISTS FOR THE MONTH OF OCTOBER 2020, AS AMENDED.

This Resolution authorizes the approval of the County bill lists for October 2020, including ratification of payments made to cover emergency payments made by the Division of Social Services. Upon approval, the Treasurer is then authorized to render payments to vendors appearing on the lists.

52744 RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87.

This Resolution authorizes the insertion of revenue items which were not determined at the time of adoption of the 2020 County Budget as follows:

- Transit Support Program - \$38,680.00.** The Transportation Systems Planning and Implementation grant contributes to the County's ability to improve the efficiency of the region's public transportation network by carrying out a comprehensive local transit planning program. The program allows staff to provide comments and recommendations for improvements to the transit network and gives the County a voice when determining future transit improvements or changes.
- Supportive Regional Highway Planning Program - \$39,100.00.** This grant covers a portion of the salaries of several members of the Planning and Engineering staff. Their work will involve the DVRPC 2040 long-range plan as well as the Transportation Improvement Program projects throughout the County.
- Regional GIS Implementation and Coordination Program - \$34,000.00.** These funds will be used to continue Gloucester County's participation in the development of a Regional GIS Implementation and Coordination Program. Work will include the development of a transportation network geography, database elements and data sharing. This grant will reimburse for staff time, fringes and hardware/software upgrades.
- FY20 Homeland Security Grant - \$181,547.00.** This grant will enhance the County's ability to prevent, protect against, respond to and recover from acts of terrorism, disasters and emergencies. It will also help build, sustain and maintain national preparedness capabilities. This funding will continue each year.
- COVID-19 Response Grant - \$114,783.00.** These funds will be used by County Clerk for the purpose of planning and operating safe and secure elections in Gloucester County.
- COVID-19 Response Grant - \$153,044.00.** These funds will be used by Superintendent of Elections for the purpose of planning and operating safe and secure elections in Gloucester County.
- Hepatitis A Outbreak Response Grant - \$2,905.00.** This additional funding is increasing the Hepatitis A grant to \$47,491.00. This will help fund the County's effort in reducing the Hepatitis A outbreak in Gloucester County. Funding will be used to purchase much needed supplies and personnel costs.
- Veterans Transportation - \$7,500.00.** This modification will increase funding for this program to \$45,000.00. These additional funds will be used to continue the current Veterans Transportation until December 31, 2020. Due to the outbreak of COVID-19, grantors have been extending current grants for an additional three months.

- **CORONAVIRUS Relief Fund - \$264,000.00.** This funding is being provided to agencies that are able to show proof of COVID expenses related to managing the increase in applications and enrollment in public assistance programs such as Medicaid, Workfirst NJ and SNAP food assistance and continuing program operations due to the Public Health Emergency.
- **COVID-19 Crisis Response Grant - \$3,200,211.00.** This grant will reimburse the County for costs related to COVID-19. This grant will help pay for costs not funded by FEMA or other sources. Funding will be used for the continuing of County run test sites along with additional testing of the County's vulnerable and priority populations.

52745 RESOLUTION AUTHORIZING AND APPROVING MODIFICATION TO THE HUMAN RESOURCES MANUAL AND AMENDING THE ADMINISTRATIVE CODE, SECTION PER-6.

This Resolution authorizes a necessary revision to the County's Human Resources Manual which provides administrative policies and formalizes employee procedures. These policies and procedures seek to provide uniform operations within each department, increase efficiency, improve employee morale, and enhance service to County residents. The Human Resources Department is requesting revision to a certain part of the existing manual (PER-6) to clarify policies relative to **HR 7.1-Performance Evaluation** (Exhibit T: Employee Evaluation Form).

52746 RESOLUTION AUTHORIZING THE PURCHASE OF EQUIPMENT AND SERVICES FROM OPTIV SECURITY, INC. THROUGH STATE CONTRACT FROM OCTOBER 21, 2020 TO OCTOBER 20, 2021 FOR \$19,875.00.

This Resolution authorizes the purchase of HPE Aruba WiFi equipment, maintenance, and relative subscriptions from Optiv Security, Inc. for \$19,875.00, via State Contract No. 88130. C.A.F. No. 20-07979 has been obtained to certify funds.

52747 RESOLUTION AUTHORIZING EXECUTION OF AMENDMENT TO CONTRACT AND RELATIVE SALES AGREEMENTS WITH JOHNSON CONTROLS SECURITY SOLUTIONS, LLC FOR AN INCREASE IN AN AMOUNT NOT TO EXCEED \$100,000.00 THROUGH MAY 12, 2021.

This Resolution authorizes an amendment to the contract with Johnson Controls Security Solutions, LLC to include relative sales agreements for additional card readers as part of the County's security access control system in place at several County facilities. The additional equipment is necessary at the Clayton Annex (Pole Barn), the Shady Lane Complex (Clarksboro Communications Backup Center), and the Old Court House (1 N. Broad Street). C.A.F. Nos. 20-08133, 20-08134, and 20-08135 have been obtained to certify funds for \$48,297.08, with the remaining balance to be encumbered upon approval of the 2021 Gloucester County Budget.

52748 RESOLUTION AUTHORIZING AWARD OF A CONTRACT WITH COSTAR GROUP, INC., FROM JULY 1, 2020 TO JUNE 30, 2021, FOR \$18,745.78.

This Resolution authorizes an award of a contract with CoStar Group, LLC, from July 1, 2020 to June 30, 2021, for \$18,745.78. CoStar Group, Inc. is a commercial real estate information and analytics provider, providing data on comparable sales, listings and leasing information for Economic Development and the Tax Assessor's Office C.A.F. No. 20-08390 (\$9,372.89) and C.A.F. No. 20-08437 (\$9,372.89) have been obtained to certify funds.

52749 RESOLUTION AUTHORIZING ROWAN COLLEGE OF SOUTH JERSEY TO SUBMIT A GRANT APPLICATION WITH THE NJ DEPARTMENT OF EDUCATION FOR CTE PROGRAM EXPANSION GRANT FUNDING, AND APPROVING THE REQUIRED 25% MATCH BY THE COUNTY.

This Resolution authorizes submission of a grant application by Rowan College of South Jersey (RCSJ) with the NJ Department of Education to acquire Career and Technical Education ("CTE") Program Grant funding. The Grant funds will be used to increase the school's capacity to offer programs that prepare students for high demand, technically skilled careers. The grant award will be for 75% of project costs, with a required 25% match by the County.

**DEPARTMENT OF BUILDINGS &
GOVERNMENT SERVICES**

**DEPUTY DIRECTOR DIMARCO
FREEHOLDER LAVENDER**

52750 RESOLUTION AUTHORIZING THE TERMINATION OF A CONTRACT WITH THE COUNTY OF CUMBERLAND.

This Resolution authorizes the termination of the contract with the County of Cumberland. On April 17, 2019, the County awarded a contract to the County of Cumberland, for a term from June 1, 2019 to May 31, 2021, for the housing of adult inmates. The County of Gloucester and the County of Cumberland agree that the parties, notwithstanding language to the contrary therein, may terminate the Contract, effective October 15, 2020, by approval of each County.

52751 RESOLUTION AUTHORIZING THE ACCEPTANCE OF TWO (2) GRANTS FROM CENTER FOR TECH AND CIVIC LIFE, FROM JUNE 15, 2020 TO DECEMBER 31, 2020, FOR \$153,044.50 AND \$114,783.38

This Resolution authorizes the acceptance of two (2) grants from the Center for Tech and Civic Life ("CTCL"), a nonprofit organization tax-exempt under Internal Revenue Code ("IRC") section 501(c)(3), for the public purpose of planning an operationalizing safe and secure election administration in Gloucester County in 2020. The County will authorize the acceptance for the Gloucester County of Elections to receive a grant for \$153,044.50 and the Office of the County Clerk to receive a grant for \$114,783.38, from June 15, 2020 to December 31, 2020.

52752 RESOLUTION AUTHORIZING PURCHASES FROM AXON ENTERPRISE, INC. THROUGH STATE CONTRACT IN AN AMOUNT NOT TO EXCEED \$35,000.00.

This Resolution authorizes the County Prosecutor's office to purchase from Axon Enterprise, Inc. (f/k/a Taser International) necessary weapons, parts, accessories, hardware/software configuration cameras, portable body and dashboard cameras, etc., with the required equipment maintenance for the years of 2018 to 2020. The purchases are through State Contract No. 17-FLEET-00738 in an amount not to exceed \$35,000.00.

52753 RESOLUTION AUTHORIZING A CONTRACT WITH HOFFMAN'S EXTERMINATING CO., INC. FROM OCTOBER 21, 2020 TO OCTOBER 20, 2022 IN AN AMOUNT NOT EXCEED \$45,000.00 PER YEAR.

This Resolution authorizes a Contract with Hoffman's Exterminating Co., Inc. for extermination services at various sites within the County as per bid specifications PD-20-048 in an amount not to exceed \$45,000.00 per year, from October 21, 2020 to October 20, 2022 with the County having the option to extend this Contract for one (1) two-year period or two (2) one-year periods.

52754 RESOLUTION AUTHORIZING A LEASE AGREEMENT WITH FOUR SEASONS NURSERY, LLC FOR THE RENTAL OF COUNTY-OWNED PROPERTY FROM OCTOBER 20, 2020 TO OCTOBER 19, 2022.

This Resolution authorizes a Lease Agreement with Four Seasons Nursery, LLC regarding the rental of County-owned property known as Block 172, Lot 4 in the Township of Elk for farming purposes only, as per bid specifications PD-20-047, for \$8,405.00 per year payable to the County, from October 20, 2020 to October 19, 2022, with the County having the option to extend the Lease for one (1) two-year period or two (2) one-year periods.

DEPARTMENT OF ECONOMIC DEVELOPMENT & PUBLIC WORKS

**FREEHOLDER SIMMONS
FREEHOLDER CHRISTY**

52755 RESOLUTION AUTHORIZING EXECUTION OF FEDERAL AID COST REIMBURSEMENT AGREEMENT NO. 20-DT-BLA-824 WITH NJ DEPARTMENT OF TRANSPORTATION FOR \$3,393,130.00.

This Resolution authorizes the Freeholder Director to execute a Cost Reimbursement Agreement with NJ DOT for funds to be received by the County in an amount up to \$3,393,130.00, which will be used for resurfacing and safety improvements to Fries Mill Road (CR 655) between State Highway Route 42 and Hurffville-Crosskeys Road (CR654), and from the Gloucester County Multi-Purpose Trail to Clayton-Williamstown Road (CR 610) in the Townships of Washington and Monroe, and the Borough of Clayton, known as Engineering Project #20-02FA.

52756 RESOLUTION AUTHORIZING CHANGE ORDER #01 TO INCREASE THE CONTRACT WITH JOSEPH PORRETTA BUILDERS, INC. BY \$5,798.80.

This Resolution authorizes Change Order #01 to increase the contract with Joseph Porretta Builders, Inc. by \$5,798.80, resulting in a new total contract amount of \$904,798.80, regarding the Clayton Complex Pole Barn, known as Engineering Project #18-27. This increase is necessary due to the supply and installation of 6" water service with additional 38 feet. C.A.F. No. 20-01160 has been obtained to certify funds.

52757 RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL TO DECREASE THE CONTRACT WITH ZONE STRIPING, INC. BY \$186,929.00

This Resolution authorizes Change Order #01-Final to decrease the contract with Zone Striping, Inc. by \$186,929.00 regarding the 2019 Countywide State Aid Roadway Safety Project, known as Engineering Project #19-13SA. This decrease is due to the final adjustment of plan quantities with two pay items for rub rail and resetting and reattaching guide rail base plate posts, resulting in a new contract amount of \$432,404.77.

52758 RESOLUTION RESCINDING THE PURCHASE OF ONE (1) 2020 FORD F-150 SUPERCAB FROM WINNER FORD FOR \$21,850.00 THROUGH STATE CONTRACT.

This Resolution will rescind the purchasing authority, which was authorized by Resolution adopted on February 5, 2020 for the purchase of a 2020 Ford F-150 Supercab with 8ft. body and related package from Winner Ford, through State Contract No. 17-FLEET-00212. Winner Ford is unable to provide the selected vehicle and thereby cannot fulfill the purchase requirements.

DEPARTMENT OF PUBLIC SAFETY &
VETERANS AFFAIRS

FREEHOLDER CHRISTY
FREEHOLDER SIMMONS

DEPARTMENT OF EDUCATION

FREEHOLDER BARNES
FREEHOLDER JEFFERSON

DEPARTMENT OF HEALTH &
HUMAN SERVICES

FREEHOLDER JEFFERSON
FREEHOLDER BARNES

52759 RESOLUTION AUTHORIZING AN EXTENSION OF THE VETERANS TRANSPORTATION CONTRACT WITH THE NEW JERSEY DEPARTMENT OF MILITARY & VETERANS AFFAIRS THROUGH DECEMBER 31, 2020.

This Resolution authorizes approval of a 2nd extension of the transportation contract with the NJ Department of Military & Veterans Affairs through December 31, 2020 with an additional \$7,500.00 for a new total contract amount of \$45,000.00 due to the limitation on in-person medical and counselling appointments which resulted from the outbreak of COVID 19.

52760 RESOLUTION AUTHORIZING A MODIFIED AGREEMENT WITH THE NEW JERSEY DEPARTMENT OF HUMAN SERVICES FOR THE FY2019 SOCIAL SERVICES FOR THE HOMELESS GRANT, THROUGH DECEMBER 31, 2020.

This Resolution authorizes acceptance of additional grant funds from the NJ Department of Human Services, in the amount of \$28,716.00 resulting in a grant total amount of \$663,117.00 State funds. This Resolution authorizes execution of a modified grant agreement, which will used to provide services to County residents who are homeless or at risk for homelessness.

52761 RESOLUTION AUTHORIZING STRAIGHT AND NARROW, INC. TO OFFER INTERACTIVE VIDEO CLASSES FOR THE 48-HOUR IDRC PROGRAM .

This Resolution authorizes Straight and Narrow, Inc. to offer 48-hour IDRC services via electronic methods, due to the ongoing public health crisis, subject to state approval of the programming specifics. On November 26, 2019, the County extended a contract to Straight and Narrow, Inc. to serve as the County’s 48-hour Intoxicated Driver Resource Center, which provides education and screening services to County residents court ordered to complete the Intoxicated Driver Program.

52762 RESOLUTION AUTHORIZING THE PURCHASE OF CABLE EQUIPMENT FROM NEW JERSEY BUSINESS SYSTEMS, INC. THROUGH STATE CONTRACT FOR \$69,101.46.

This Resolution authorizes the purchase of cabling equipment for new voice cabling from New Jersey Business Systems, Inc. for use by the Department of Social Services. The purchase is pursuant to State Contract No. 88738, for a total amount of \$69,101.46. C.A.F. No. 20-08307 has been obtained to certify funds.

DEPARTMENT OF PARKS &
LAND PRESERVATION

FREEHOLDER LAVENDER
FREEHOLDER DIMARCO

Old Business

New Business

Public Portion (time limit of five (5) minutes per person)

OPEN

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger						X

Comments: N/A

CLOSE

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger						X

Comments: N/A

Adjournment

FREEHOLDER	MOTION	SECOND	YES	NO	ABSTAIN	ABSENT
Deputy Director DiMarco			X			
Freeholder Barnes	X		X			
Freeholder Christy						X
Freeholder Jefferson		X	X			
Freeholder Lavender			X			
Freeholder Simmons			X			
Director Damminger						X

Comments: N/A

TIME:_____

**RESOLUTION AUTHORIZING THE ACCEPTANCE AND RATIFICATION
OF A COLLECTIVE BARGAINING AGREEMENT BETWEEN THE
GLOUCESTER COUNTY PROSECUTOR’S OFFICE, THE GLOUCESTER COUNTY
BOARD OF CHOSEN FREEHOLDERS AND THE ASSOCIATION OF ASSISTANT
PROSECUTORS OF GLOUCESTER COUNTY**

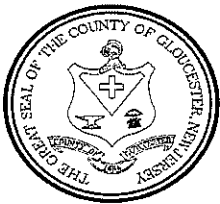
WHEREAS, a Collective Bargaining Agreement (herein referred to as “Agreement”), has been negotiated by and between the Gloucester County Prosecutor, together with the Gloucester County Board of Chosen Freeholders and the Association of Assistant Prosecutors; and

WHEREAS, under the terms of the Agreement, wages, benefits, and other terms and conditions of employment shall be set forth for the period January 1, 2021 through December 31, 2024.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester as follows:

1. That the County hereby ratifies and accepts the Collective Bargaining Agreement between the County of Gloucester and the Gloucester County Prosecutor, and the Association of Assistant Prosecutors, which Agreement is incorporated herein by reference.
2. That the Agreement shall be effective commencing January 1, 2021 and concluding December 31, 2024.
3. That the appropriate County Officials are hereby authorized to execute the Agreement and/or other documents necessary to effectuate said Collective Bargaining Agreement and the terms contained therein.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

RESOLUTION AUTHORIZING INSERTION OF SPECIAL ITEMS OF REVENUE
INTO THE 2020 COUNTY BUDGET PURSUANT TO N.J.S.A. 40A:4-87

A-2

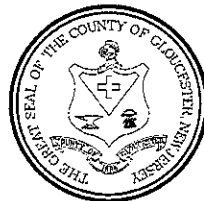
WHEREAS, N.J.S.A. 40A:4-87 provides that the Director of the Division of Local Government Services may approve the insertion of any special item of revenue in the budget of any County or Municipality when such item shall have been made available by law, and the amount thereof was not determined at the time of the adoption of the budget; and

WHEREAS, said Director may also approve the insertion of an item of appropriation for equal amount.

NOW, THEREFORE, BE IT RESOLVED that the County of Gloucester hereby requests the Director of the Division of Local Government Services approve the insertion of special items of revenue into the Gloucester County budget for the year 2020 as follows:

- (1) The sum of **\$55,100.00**, which item is now available as a revenue from the State of New Jersey Department of Law and Public Safety Comprehensive Traffic Safety Program, to be appropriated under the caption of the State of New Jersey Department of Law and Public Safety **Comprehensive Traffic Safety Program - Other Expenses**.
- (2) The sum of **\$28,716.00**, which item is now available as a revenue from the State of New Jersey Department of Human Services Social Services for the Homeless, to be appropriated under the caption of the State of New Jersey Department of Human Services **Social Services for the Homeless - Other Expenses**.
- (3) The sum of **\$1,226,239.00**, which item is now available as a revenue from the State of New Jersey, Department of Labor and Workforce Development WorkFirst New Jersey, to be appropriated under the caption of the State of New Jersey, Department of Labor and Workforce Development **WorkFirst New Jersey - Other Expenses**.
- (4) The sum of **\$150,000.00**, which item is now available as a revenue from the State of New Jersey Department of Environmental Protection County Environmental Health Act (CEHA 2020), to be appropriated under the caption of the State of New Jersey Department of Environmental Protection **County Environmental Health Act (CEHA 2020) - Other Expenses**.
- (5) The sum of **\$93,750.00**, which item is now available as a revenue from the State of New Jersey Department of Health Access to Reproductive Care & HIV Services (ARCH), to be appropriated under the caption of the State of New Jersey Department of Health **Access to Reproductive Care & HIV Services (ARCH) - Other Expenses**.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE BURNS,
CLERK OF THE BOARD

**RESOLUTION AUTHORIZING A CONTRACT WITH PROPERTY REGISTRATION
CHAMPIONS, LLC FROM NOVEMBER 1, 2020 TO OCTOBER 31, 2021**

WHEREAS, the County has determined that there is a need for a County-wide registration program for abandoned properties subject to mortgages that are in default, which involves the drafting and implementing of legally proper municipal registration ordinances; and

WHEREAS, the County requested proposals from interested providers via RFP-20-053 and evaluated those proposals and concluded that Property Registration Champions, LLC *d/b/a* ProChamps with offices at 2725 Center Place, Melbourne, FL 32940 made the most advantageous proposal; and

WHEREAS, this contract is awarded pursuant to the County's fair and open procurement process, consistent with the terms and provisions of N.J.S.A. 19:44A-20.4; and

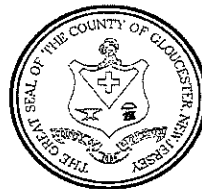
WHEREAS, ProChamps shall retain \$100.00 of each collected registration fee in consideration for services provided and remit the balance to the County; and

WHEREAS, this contract may be awarded without public advertising for bids pursuant to the provisions of the Local Public Contracts Law of the State of New Jersey in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with Property Registration Champions, LLC *d/b/a* ProChamps as set forth in RFP-020-053 from November 1, 2020 to October 31, 2021; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law, and that a copy of this Resolution and contract shall be on file and available for public inspection in the Office of the Clerk of the Board.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
PROPERTY REGISTRATION CHAMPIONS, LLC
d/b/a PROCHAMPS**

THIS CONTRACT is made this 4th day of **November, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, New Jersey, 08096, hereinafter referred to as “**County**”, and **PROPERTY REGISTRATION CHAMPIONS, LLC d/b/a PROCHAMPS**, with offices at 2725 Center Place, Melbourne, FL 32940, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, there exists a need by the County to contract for professional services for a County-wide registration program for abandoned properties subject to mortgages that are in default, which involves the drafting and implementing of legally proper municipal registration ordinances as per **RFP-020-053**.

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective for a one (1) year period from November 1, 2020 to October 31, 2021.

2. COMPENSATION. Contractor shall be the collector of the registration fee and shall retain \$100.00 of each collected fee in consideration for services provided and remit the balance to the County. All costs due and owing by the County shall be included in the registration fee collected from the property owner.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for the provision of a County-wide registration program for abandoned properties subject to mortgages that are in default, which involves the drafting and implementing of legally proper municipal registration ordinances as per **RFP-020-053**, and Contractor’s Proposal, which are incorporated by reference in their entirety, and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-020-053**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to

the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor or subcontractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. SET-OFF. Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. PREVENTION OF PERFORMANCE BY COUNTY. In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any

obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of the County or infringe on the rights of the public.

13. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

14. **PARTIAL INVALIDITY.** In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

15. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

18. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

19. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-020-053** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this Contract or **RFP-020-053**, and Contractor's Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is dated this 4th day of **November, 2020**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its

Director and attested by its Clerk, pursuant to a Resolution of the said party of the first part passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**Property Registration Champions, LLC
d/b/a/ PROCHAMPS**

By: DAVID MULBERRY *(print)*
Title: MANAGER DIRECTOR



Technical Proposal Cover Letter:

Property Registration Champions, LLC
dba PROCHAMPS
2725 Center Place
Melbourne, FL 32940
T: (321) 421-6639
F: (321) 396-7776
dmulberry@prochamps.com

October 15, 2020

County of Gloucester
Attn: Purchasing Department
Kimberly Larter, Qualified Purchasing Agent
Two S. Broad Street
Woodbury, NJ 08096

***RE: Request for Proposals for a County-Wide Registration Program for Abandoned Properties
Subject to Mortgages that are in Default/RFP #020-053***

Dear Ms. Larter:

Property Registration Champions, LLC dba PROCHAMPS, a Florida limited liability company with Federal Tax ID Number 82-1869488, would like to announce its continued interest in managing the project as described in ***Request for Proposals for a County-Wide Registration Program for Abandoned Properties Subject to Mortgages that are in Default/RFP #020-053***. PROCHAMPS will continue to meet or exceed all Requirements including, but not limited to, those specified in the Request for Proposal.

PROCHAMPS is partnered with hundreds of communities across twelve states (California, Delaware, Florida, Georgia, Illinois, Kansas, New Jersey, New York, Ohio, Pennsylvania, Wisconsin, and Washington). PROCHAMPS has been assisting communities since 2009 in administering their foreclosure, abandoned, vacant, and/or rental property registrations in accordance with their enacted ordinances so that these properties can be properly maintained. Through its services, PROCHAMPS provides municipalities, including Gloucester County, with significantly improved property registration compliance rates and incremental revenue with no out-of-pocket cost. Since inception PROCHAMPS has facilitated the registration of over one million properties.

2725 Center Place
Melbourne, FL 32940



PROCHAMPS is again willing to execute a standard agreement with Gloucester County, New Jersey, and will continue to comply with all terms and conditions, aside from those otherwise noted, set forth in the *Request for Proposals for a County-Wide Registration Program for Abandoned Properties Subject to Mortgages that are in Default/RFP #020-053*.

Sincerely,



David Mulberry
President/CIO



Authorized Officer for Proposer:

David Mulberry, President/CIO
Property Registration Champions, LLC dba PROCHAMPS
2725 Center Place
Melbourne, FL 32940
(321) 421-6639
DMulberry@prochamps.com

2725 Center Place
Melbourne, FL 32940



PROCHAMPS

Property Registration Champions, LLC dba PROCHAMPS shall continue to retain fifty percent (50%) or one hundred dollars (\$100.00) of the County's portion of each collected registration fee and remit the balance to the County in consideration of the services provided. All costs shall be included in the registration fees collected.

*2725 Center Place
Melbourne, FL 32940*

**RESOLUTION AUTHORIZING APPLICATION AND PARTICIPATION IN
THE LOCAL GOVERNMENT EMERGENCY FUND GRANT**

WHEREAS, as the public health emergency associated with the COVID-19 pandemic continues, the most significant negative financial impacts faced by county and municipal governments throughout New Jersey result from extreme economic contraction, deficits in tax and fee revenues, and extraordinary increases in public safety and health and human services expenditures; and

WHEREAS, severe fiscal stress limits the ability of counties and municipalities to maintain essential services and take the steps necessary to fight COVID-19, and without substantial federal assistance, residential taxpayers would absorb the primary impact of meeting these extraordinary needs and closing any associated operating deficits; and

WHEREAS, the Department of Community Affairs (“DCA”), through the Division of Local Government Services (“DLGS” or “Division”), has been deemed the lead agency for the distribution of the Local Government Emergency Fund (the “LGEF” or “Program”), provided through an allocation of the State of New Jersey’s CARES Act Coronavirus Relief Fund (CRF Funds); and

WHEREAS, counties and municipalities excluded from the federal government’s direct CRF allocation plan, as well as those counties and municipalities that are currently the most impacted by COVID-19 in comparison to their available resources, are eligible for LGEF funds pursuant to a maximum distribution determined by formula; and

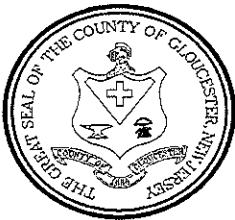
WHEREAS, a total of \$60 million is currently being made available under the Program, with a potential \$60 million more to be allocated; and

WHEREAS, LGEF Grants exist to support costs incurred as part of a local unit’s response to COVID-19.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders, that the County of Gloucester is authorized to make application and participate in the LGEF Program, and hereby accepts CRF funding in the amount of \$2,273,492.00; and

BE IT FURTHER RESOLVED that the Freeholder Director is hereby authorized to execute any documents required to effectuate the grant, and that the County of Gloucester shall be responsible for grant implementation in accordance with the terms and conditions of the resulting grant agreement.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**RESOLUTION AUTHORIZING AN ASSIGNMENT AND ASSUMPTION
AGREEMENT REGARDING THE PREDEVELOPMENT LOAN AGREEMENT WITH
THE HOUSING AUTHORITY OF GLOUCESTER COUNTY**

WHEREAS, the Housing Authority of Gloucester County (“HAGC”) is an agency within the County of Gloucester (“County”), which provides affordable housing opportunities to qualified residents; and

WHEREAS, the Gloucester County Housing Development Corporation is a non-profit entity and instrumentality of the HAGC; and

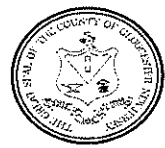
WHEREAS, the HAGC entered into an Agreement to Enter into Ground Lease with Rowan College of South Jersey on April 23, 2020, relative to the construction of special needs housing consisting of 24 units (“Project”), and intends to apply for project funding through NJDCA’s Affordable Housing Trust Fund or Low-Income Housing Tax Credits; and

WHEREAS, in the interim, the County is willing to provide gap funding in the amount of \$644,500.00, to be utilized solely to finance costs incurred by HAGC for the Project, and desires to enter into a loan agreement to set forth the terms and conditions of said loan; and

WHEREAS, the HAGC agrees to transfer and assign to the Gloucester County Housing Development Corporation (“GCHDC”), a non-profit entity, all of HAGC’s rights, interests, and obligations pursuant to the Pre-development Loan Agreement by and between the County and HAGC dated May 2020.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to, the execution of the Assignment and Assumption Agreement, regarding the Predevelopment Loan Agreement between the County and the HAGC, for the provision of gap funding by the County to be used to finance costs incurred by HAGC for the Project, as well as associated site improvements, transferring HAGC’s rights, interests, and obligations therein, to the GCHDC.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ASSIGNMENT AND ASSUMPTION AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION AGREEMENT (this "Agreement"), made as of October _____, 2020, by and between the **COUNTY OF GLOUCESTER**, a political subdivision of the State of New Jersey, with principal offices located at 2 South Broad Street, Woodbury, New Jersey 08096 ("**County**"), the **HOUSING AUTHORITY OF GLOUCESTER COUNTY**, an agency and instrumentality of the County of Gloucester, with principal offices located at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096 ("**HAGC**") and the Gloucester County Housing Development Corporation (GCHDC), a New Jersey nonprofit corporation and instrumentality of the Housing Authority of Gloucester County, with principal offices located at 100 Pop Moylan Boulevard, Deptford, New Jersey 08096. County, HAGC and GCHDC may be collectively referred to herein as the "**Parties**", or individually as a "**Party**".

1. ASSIGNMENT. HAGC agrees to transfer and assign to GCHDC, and GCHDC agrees to assume, all of HAGC's rights, interests, and obligations pursuant to the Predevelopment Loan Agreement by and between the County and HAGC dated May 2020 ("Predevelopment Loan Agreement"), a copy of which is attached hereto as Exhibit A and incorporated herein by reference.

2. CONSENT BY COUNTY. The County hereby consents to the assignment of the Predevelopment Loan Agreement, and the rights, interests and obligations contained therein, from HAGC to GCHDC, and the assumption of such rights, interests and obligations by GCHDC.

3. COUNTERPARTS. This Agreement may be executed in several counterparts, and all counterparts so executed shall constitute one agreement binding on all Parties, notwithstanding the fact that all the Parties have not signed the original or the same counterpart. Any counterpart signed by the Party against whom enforcement of this Agreement is sought shall be admissible into evidence as an original of this Agreement to prove its contents.

4. FURTHER ASSURANCES. Each Party hereto agrees that it shall execute and deliver, or cause to be executed and delivered, such further instruments of transfer and conveyance and take such other actions as may be necessary or advisable to carry out and consummate the transactions contemplated by this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the day and year first above written.

COUNTY:

By: _____
Robert Damminger, Director
Board of Chosen Freeholders of Gloucester County

HAGC:

By: _____
Kimberly Gober, Executive Director
Housing Authority of Gloucester County

GCHDC:

By: _____
Kimberly Gober, President
Gloucester County Housing Development
Corporation

B-1

RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH HARRING FIRE PROTECTION, LLC FOR \$71,500.00

WHEREAS, on October 20, 2020 the County of Gloucester (hereinafter the "County") awarded an emergency Contract to Haring Fire Protection, LLC (hereinafter "Contractor") pursuant to the emergency provisions of the Local Public Contracts Law and regulations promulgated thereunder, for sprinkler system upgrades at the Board of Elections Building and installation of the FM-200 Clean Agent Fire Suppression System, to eliminate the possibility of water damage to the voting machines and ballots; and

WHEREAS, the Department Head County Buildings and Grounds/Board of Elections, notified the County's Qualified Purchasing Agent of the nature of the emergency affecting the immediate health, safety and welfare of the public; the time of its occurrence, and certified to the need of such emergency services; the Certification of Request for an Emergency Purchase is attached to the original of this Resolution, a copy of which is on file in the Office of the Clerk of the Board; and

WHEREAS, the County invoked Emergency Provisions under N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain necessary emergency services from Haring Fire Protection, LLC of 748 Cains Mill Road, Williamstown, NJ 08094; and

WHEREAS, the County Treasurer has certified the availability of funds in the amount of \$71,500.00 pursuant to CAF No. 20-08529, which amount shall be charged against budget line item #C-04-18-018-310-18204.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester, that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to a contract with Haring Fire Protection, Inc. for \$71,500.00, for the emergency provision of necessary fire suppression system services at Board of Elections Building.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on Wednesday, November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
HARRING FIRE PROTECTION, LLC
AND
COUNTY OF GLOUCESTER**

THIS CONTRACT is made effective the **4th** day of **November, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as "County", and **HARRING FIRE PROTECTION, LLC**, of 748 Cains Mill Road, Williamstown, NJ 08094, hereinafter referred to as "Vendor".

RECITALS

WHEREAS, there existed a need for the County to contract for emergency services under N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts), for springer upgrades at the Board of Elections Building and installation of the FM-200 Clean Agent Fire Suppression System to eliminate the possibility of water damage to the voting machines and ballots, as certified to by the Director of County Buildings and Grounds Department; and

WHEREAS, the County invoked N.J.S.A.40A:11-6 to obtain needed emergent services; and

WHEREAS, Contractor represented that it is qualified to perform said services and desired to so perform pursuant to the terms and provisions of this Contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services until the timely completion of named emergency services.

2. **COMPENSATION.** Contractor shall be compensated in a total contract amount of \$71,500.00, as per Contractor's invoice, attached hereto as Attachment A.

Contractor shall be paid in accordance with this Contract document upon submission of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF PARTIES.** The specific duties of the Vendor shall be as set forth in Attachment A, Vendor's Invoice dated October 19, 2020 attached hereto and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Contractor's

proposal.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, Contractor agrees as follows:

The Contractor subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of

this contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. TERMINATION. This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Contractor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract shall consist of this document, the specifications of

County, incorporated into this Contract by reference and Contractor's Invoice dated October 19, 2020. If there is a conflict between this Contract and the specification or the Contractor's Quote, then this Contract and the Specifications shall control.

THIS CONTRACT shall be effective the _____ day of _____, 2020.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

HARRING FIRE PROTECTION, LLC

**By:
Title:**

ATTACHMENT A



748 Cains Mill Road
Williamstown, NJ 08094
Phone: 1-877-608-5008
Fax: 609-561-8552
edhenkel@harringfire.com
www.harringfire.com

HARRING Fire Protection, LLC.

"Our Family Protecting Yours"

October 19, 2020

Gloucester County Building & Grounds
Board of elections Building
Grove Rd, West Deptford , N.J.

ATTN: Lorrie L. Hawthorn
Email: lhawthorn@co.gloucester.nj
Phone: 856-251-6711

RE: Board Of Elections Bldg.
West Deptford , N.J.

Dear Lorrie,

Harring Fire Protection, LLC. is pleased to submit a proposal to Repair sprinklers at above facility. :

- Plug 7 sprinkler heads so we can install FM 200 T & M , 1-shp control panel ,1- crm4 relay ,2 track mount relay cards , 2- 12 amp 12 volt batteries ,8 photo electric detectors and bases ,2- manual releases ,2- horn strobes ,2- discharge strobe with bezel ,2- caution signs ,2- upon activation do not enter signs , 2- system abort push and hold signs , 1- impulse valve activator kit , 1-375 lb tank of 359 lb of f m.200 **\$55,000.00** , this is for 2 voting rooms we will come back and install small it room fm 200 in the weeks following **\$16,500.00** for it room
- Permits and testing when complete .
- Will start fm 200 system On October 26 , 4 pm
- Plugging heads at 4 pm October 20 , 4 pm

Harring Fire Protection, LLC's price is:

Seventy One Thousand Five Hundred Dollars

\$71,500.00

The above price will be good for thirty (30) days. Terms are 30 days. Harring Fire Protection, LLC. can now accept payments via Visa, MasterCard, American Express and Discover.

Exclusions:

- Anything not specified.

Additional cost qualifications:

- For any reason an inspection is cancelled without 24 hours notice, a four (4) hour show-up charge will apply at a time and material rate of \$140.00 per hour per man plus truck charges.2019
- Due to the nature of service work, Harring Fire Protection, LLC. reserves the right to cancel or reschedule due to an emergency service call.

This proposal is based on the following statements being incorporated into any contractual agreement with Harring Fire Protection, LLC.:

This agreement shall constitute the full and complete understanding of the parties as to the terms and conditions set forth herein. Any modification to this agreement must be in writing and executed by both parties.



748 Cains Mill Road
Williamstown, NJ 08094
Phone: 1-877-608-5008
Fax: 609-561-8552
edhenkel@harringfire.com
www.harringfire.com

HARRING Fire Protection, LLC.

"Our Family Protecting Yours"

In the event that any section or provision of this agreement be held invalid, then and in that event, all such other sections and provisions of this agreement not otherwise so declared shall be considered binding upon both parties.

In the event that a dispute shall arise between the parties as to the terms and conditions of this agreement, both parties hereby agree to be bound by the laws of the State of New Jersey. Any Court of competent jurisdiction within the State of New Jersey having final jurisdiction shall decide such disputes in accordance with the laws of the State of New Jersey.

Purchaser agrees to indemnify and hold harmless the Seller from and against any claims, demands or damages resulting from the enforcement of the Occupational Safety Health Act (Public Law 91-596), unless said claims, demands or damages are a direct result of causes within the exclusive control of Seller. In the event that the Seller's employees or others are or may be exposed to asbestos fibers during the performance of this contract, all additional costs necessary to protect such individuals, including but not limited to all costs for "Qualified Laboratory Sample Tests" of any work area for asbestos exposure concentrations, shall be paid by Buyer and Buyer agrees to indemnify Seller against all claims, demands, injury or damages arising from such exposure.

Enclosed is a copy of Harring Fire Protection, LLC.'s standard insurance. Any additional insurance required will be an addition to the contract.

Should you have any questions regarding this proposal, please do not hesitate to call.

Very truly yours,

Harring Fire Protection, LLC.

Edward P Henkel

Edward P Henkel
Sales Representative
609-226-5267

**COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES**

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Buildings & Grounds
(NAME OF DEPARTMENT)

2. THIS EMERGENCY OCCURRED ON: 10/20/2020
(DATE)

3. THE NATURE OF THE EMERGENCY IS:

Fire suppression system must be upgraded to FM200 system at Board of Elections vote counting machine rooms.

4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.

5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.

State of NJ is doing 100% mail in vote for the 2020 election year. With the move to this type of voting the county is responsible for the mail in ballots, and ballot counting machines. It must ensure they are not destroyed or damaged in anyway. Therefore we must upgrade the fire suppression system to the FM200 system. Eliminating possibility of any water and the damage water will cause to the machines and ballots.

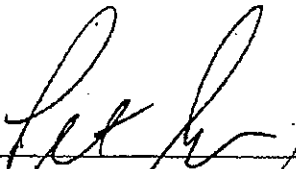
6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # R0-22107 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$71,500.00

VENDOR NAME: Harring Fire Protection LLC

7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.

8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

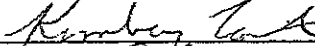
DEPARTMENT HEAD



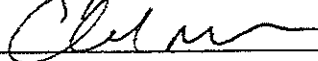
DATE

10/20/20

QUALIFIED PURCHASING AGENT



APPROVED BY COUNTY ADMINISTRATOR



County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-08529

ORDER DATE: 10/20/20
REQUISITION NO: R0-22107
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg

SHIP TO

GLOUC. CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

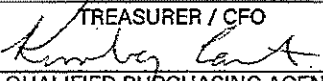
VENDOR

VENDOR #: HARRIO25

HARRING FIRE PROTECTION LLC
748 CAINES MILL ROAD
WILLIAMSTOWN, NJ 08094

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00/EA	BOARD OF ELECTIONS EMERGENCY SPRINKLER WORK PLUG 7 SPINKLER HEAD INSTALL FM 200 SYSTEM 1 SHP CONTROL PANL 1 CRM 4 RELYA 2 TRACK MOUNT RELAY CARDS 2 - 12 AM 12 VOLT BATTERIES 8 PHOTO ELECTRIC DETECTORS AND BASES 2 MANUAL RELEASES 2 HORN STOBES 2 HOLD SIGNS 1 IMPULSE VALVE ACTIVATOR KIT 1 375 LB TANK OF 359 LB FM 200 FOR 2 VOTING MACHINE ROOMS AT BOARD OF ELECTIONS	C-04-18-018-310-18204 General Building Renovations	55,000.0000	55,000.00
1.00	INTALL FM 200 IN IT ROOM PLUGING OF HEADS TO START 10/20 4 PM INSTALLAIONT OF FM200 SYSTEMT IN VOTING MACHINE ROOMS TO START 10/26 4 PM	C-04-18-018-310-18204 General Building Renovations	16,500.0000	16,500.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE DATE		TREASURER / CFO 
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-08529

ORDER DATE: 10/20/20
REQUISITION NO: R0-22107
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg

SHIP TO

GLOUCESTER CO BUILDINGS & GROUNDS
SHADY LANE COMPLEX (251-6700)
254 COUNTY HOUSE ROAD
CLARKSBORO, NJ 08020

VENDOR

VENDOR #: HARRI025

HARRING FIRE PROTECTION LLC
748 JAINES MILL ROAD
WILMAMSTOWN, NJ 08094

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	ATTACHED EMERGENCY FORM		TOTAL	71,500.00

CLAIMANT'S CERTIFICATE & DECLARATION		RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one.		I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
X			
VENDOR SIGN HERE	DATE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	QUALIFIED PURCHASING AGENT	
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		DEPARTMENT HEAD	DATE

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-2

**RESOLUTION AUTHORIZING A ONE (1) YEAR EXTENSION TO A CONTRACT
WITH U.S. LUMBER, INC. FROM NOVEMBER 6, 2020 TO NOVEMBER 5, 2021 FOR
AN AMOUNT NOT TO EXCEED \$100,000.00**

WHEREAS, the County of Gloucester originally entered into a Contract on November 6, 2019 with U.S. Lumber, Inc. with offices at 668 S. Evergreen Ave, Woodbury Heights, NJ 08097 ("Vendor"), for the supply of various building materials, for use by the Department of Buildings and Grounds, as per specifications set forth in PD 19-063, which Contract provided the County with the option to extend for one (1) two-year period or two (2) one-year periods; and

WHEREAS, the County's Department of Buildings and Grounds has recommended exercising the option to extend the Contract for the one-year period from November 6, 2020 to November 5, 2021, for an amount not to exceed \$100,000.00 per year; and

WHEREAS, this Contract extension is for estimated units of services to be utilized on an as-needed basis, and is, therefore, open-ended which does not obligate the County to make any purchase, and as such, no Certificate of Availability of Funds is required at this time. Continuation of this extension beyond December 31, 2020 is conditioned upon approval of the 2021 Gloucester County budget; and

WHEREAS, all terms and provisions of the previously executed Contract, with the exception of the extension of the term, will continue in full force and effect.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders that the County of Gloucester does hereby exercise its option to extend the Contract with U.S. Lumber, Inc., from November 6, 2020 to November 5, 2021, in an amount not to exceed \$100,000.00, as per PD-19-063, and that the County's Qualified Purchasing Agent is hereby directed to inform Vendor of the extension; and

BE IT FURTHER RESOLVED, before any purchase be made or service rendered pursuant to the within award, a Certification must be obtained from the Treasurer of the County of Gloucester certifying that sufficient funds are available at that time for that particular purpose and identifying the line item of the County budget from which said funds will be paid.

ADOPTED at a meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

	PD 019-003				
	Bid Opening 10/17/19 at 10:00 a.m.				
	SPECIFICATIONS AND PROPOSAL FOR VARIOUS				
	BUILDING MATERIALS FOR THE GLOUCESTER				
	COUNTY DEPARTMENT OF BUILDINGS AND				
	GROUNDS & EXISTING UNITS WITHIN THE COUNTY				
	AS ALLOWED THROUGH THE COUNTY CONTRACT				
	SYSTEM NUMBERS CK-01-GC & 16GLCP				
		VENDOR:			
		U.S. Lumber Inc.			
		668 S. Evergreen Ave.			
		Woodbury Hts. NJ 08097			
		Isabella M. Abele - Pres/CEO			
		856 853-1770			
		856 384-8351 Fax			
ITEM	DESCRIPTION	PRICES			
	SHEETROCK (Fire Rated) 1/2 " 4X8	\$14.45			
	4X10	\$18.04			
	4X12	\$21.65			
	5/8" 4X8	\$14.45			
	4X10	\$18.04			
	4X12	\$21.65			
	Metal Studs				
	8'	\$4.60			
	10'	\$6.75			
	12'	\$6.90			
	Wood Studs				
	8' 2X4	\$3.05			
	8 4X4	\$10.00			
	3 1/2 Metal Track	\$6.90			
	Joint Compound				
	5 Gallon - Blue	\$22.80			
	5 Gallon - Green	\$22.80			
	Drywall Tape (Per Box)	\$43.95			
	Corner Bead (no coat)	\$264.00			
	Tear away L bead - 1/2" 10 ft length	\$2.25 each			
	Suspended Ceiling Materials (Armstrong)				
	12' Main Runners	\$178.00			
	12' W/ Angles	\$193.00			
	48" Cross Tees	\$178.00			
	24" Cross Tees	\$86.97			
	Support Wire	\$61.10			
	Ceiling Tile (usg#2315) Fire Rated Per Case	\$55.69			
	2 x 2 ceiling tile USG 2115 by case	\$57.17			
	PLYWOOD (Birch Unfinished) 4X8 1/2"	\$33.00			
	4X8 3/4	\$37.40			
	PLYWOOD (CDX Fir) 4X8 1/2"	\$16.50			
	4X8 3/4	\$24.20			
	SCREWS (Sheetrock Type) 50 LB BOX				
	1"	\$80.60 for 25lb box			
	1, 1/4	\$33.00 for 25lb box			
	1 5/8	\$38.50 for 25lb box			
	2"	\$33.00 for 25lb box			
	2 1/2	\$33.00 for 25lb box			
	3"	\$33.00 for 25lb box			

NAILS	Finish (5lb box) 3p				
NAILS	Finish (5lb box) 4p				
NAILS	Finish (5lb box) 6p		\$8.80		
NAILS	Finish (5lb box) 8p		\$8.80		
NAILS	Finish (5lb box) 10p		\$8.80		
NAILS	Common (5lb box) 6p		\$8.80		
NAILS	Common (5lb box) 8p		\$8.80		
NAILS	Common (5lb box) 10p		\$8.80		
NAILS	Common (5lb box) 12p		\$8.80		
Nail Gun Nails (Stanley/Bostitch Only)					
	6p (Per Box)		\$66.00		
	8p (Per Box)		\$66.00		
	10p (Per Box)		\$66.00		
	12p (Per Box)		\$66.00		
DAP Alex Plus Acrylic Caulk CLEAR			\$4.46		
DAP Alex Plus Acrylic Caulk WHITE			\$4.45		
Wilson-art laminate #5014K-19 Green Soapstone 4x8 foot			\$95.04 Price by Sheet		
Partical Board 4x8 sheet 1 inch thick			\$38.00 Price by Sheet		
16'X 5 1/2" PRIMED COMBO BASE			\$1.90 Price by LF		
SHIMS			\$7.50 Package		
FIRE RATED CALK			\$12.95 Each		
2X10 Pressure treated			\$1.09 Price by foot		
2X8 Pressure treated			\$8.83 Price by foot		
2X6 Pressure treated			\$6.61 Price by foot		
2X4 Pressure treated			\$5.50 Price by foot		
2X10 #1 PRIME			\$1.10 Price by foot (Not Prime)		
2X8 #1 PRIME			\$9.95 Price by foot (Not Prime)		
2X6 #1 PRIME			\$8.85 Price by foot (Not Prime)		
2X4 #1 PRIME			\$5.55 Price by foot (Not Prime)		
2X10 #1 Pine			\$9.00 Price by foot (White)		
2X8 #1 Pine			\$3.50 Price by foot (White)		
2X6 #1 Pine			\$3.00 Price by foot (White)		
2X4 #1 Pine			\$2.95 Price by foot (Douglas Fir #1)		
LAMINATE adhlsive 5 GAL WA600			\$188.00 Each		
LAMINATE solvent 5 GAL WA131			\$125.00 Each		
2 1/4 Primed Chasing/Clam Shell Trim			\$1.50 Price by foot		
Term of contract is for one (1) year with the option to extend for one (1) two (2) year period or two (2) one (1) year periods					
Bids Sent to:			Onvia	Construct Connect	
			Prime Vendor	The Blue Book	
			All American Poly	Construction Journal	
			Peter Lumber		
Based upon the bids received, I recommend U.S. Lumber Inc. be awarded a contract as the lowest responsive responsible bidder.					
			Sincerely,		
			Kimberly Larter		
			Purchasing		

**RESOLUTION AUTHORIZING AN EMERGENCY CONTRACT WITH
EFFECTV FOR \$20,000.00**

WHEREAS, the award of a contract by the County under and pursuant to the emergency provision of the Local Public Contracts Law, and regulations promulgated thereunder for the purchase of an Emergency Comcast Advertisement Run for the 2020 General Election was made by the County to EFFECTV; and

WHEREAS, due to Governor Murphy's Executive Order 177, a Presidential election will be held in the County almost entirely by vote by mail with no in-person voting in the manner voters are accustomed; and

WHEREAS, on October 21, 2020, the Department of Homeland Security issued a Public Notice warning the public of activities by foreign actors to influence public opinion related to the election and due to this threat and the novelty of an all-vote by mail election, the Clerk's Office must make further expenditures in advertising prior to Election Day to educate voters on the safety and use of vote by mail ballots; and

WHEREAS, the said contract was exempt from public bidding, as it was required for emergency equipment related to the current COVID-19 Pandemic, which was not anticipated, as set forth in N.J.S.A. 40A:11-6, as certified by James N. Hogan, County Clerk; and

WHEREAS, the County Clerk, James N. Hogan, notified Kimberly A. Larter, County Qualified Purchasing Agent of the need for said contract, the nature of the emergency, the time of its occurrence, and the need for invoking the Emergency Provisions, and certified to same; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) for an Emergency Comcast Advertisement Run for the 2020 General Election and contracted with EFFECTV, with a mailing address of 330 Fellowship Road, Suite 103, Mount Laurel, New Jersey 08054, from October 23, 2020 to November 3, 2020, for \$20,000.00; and

WHEREAS, the Treasurer for the County has certified the availability of funds for the emergency provisions in the amount of \$20,000.00, pursuant to C.A.F. No. 20-08670, which \$19,130.00 shall be charged against budget line item G-02-20-020-000-20205 and \$870.00 shall be charged against budget line item 0-01-20-120-001-20205.

NOW, THEREFORE BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester that the emergency contract awarded by the County to EFFECTV, for the purchase of an Emergency Comcast Advertisement Run, pursuant to and in accordance with the emergency provisions, be, and hereby is, confirmed and approved; and

BE IT FURTHER RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with EFFECTV, in the total amount of \$20,000.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
EFFECTV**

THIS CONTRACT is made effective the 4TH day of **November, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices at 2 South Broad Street, Woodbury, New Jersey 08096, hereinafter referred to as “**County**,” and **EFFECTV** with a mailing address of 330 Fellowship Road, Suite 103, Mount Laurel, New Jersey 08054, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, there existed a need for the County to contract for an Emergency Comcast Advertisement Run due to the COVID-19 Pandemic; and

WHEREAS, the County invoked N.J.S.A. 40A:11-6 (Emergency Purchases and Contracts) in order to obtain the service; and

WHEREAS, Contractor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective from October 23, 2020 to November 3, 2020.
2. **COMPENSATION.** Contractor shall be compensated in a total contract amount of \$20,000.00, as per Contractor’s Quotation, dated October 22, 2020, attached hereto as Attachment A and made a part of this Contract.

Contractor shall be paid in accordance with this Contract document upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

3. **DUTIES OF PARTIES.** The specific duties of the Contractor shall be to run an Emergency Comcast Advertisement Run, as set forth in Attachment A.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the Contractor’s proposal.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Contractor agrees as follows:

The Contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Contractor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Contractor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Contractor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Contractor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Contractor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Contractor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Contractor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Contractor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Contractor. If the contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Contractor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Contractor.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

8. **INDEMNIFICATION.** The Contractor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to reasonable costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to

employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from defects in products purchased pursuant to this agreement or the negligence of any acts or omissions, of any of its officers, directors, employees, agents, servants or independent contractors in the performance of this agreement, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this contract. The Contractor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. **INSURANCE.** Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Contractor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Contractor is a member of a profession that is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

11. **METHODS OF WORK.** Contractor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this contract, or to act upon a breach of this contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

13. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

14. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

15. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

16. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

17. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent Contractor and is not an agent of the County.

18. **CONFLICT OF INTEREST.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

19. **CONFIDENTIALITY.** Contractor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

20. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

21. **CONTRACT PARTS.** This contract shall consist of this document and Contractor's Quotation. If there is a conflict between this Contract or the Contractor's Quotation, then this Contract shall control.

THIS CONTRACT shall be effective the ____ day of _____, 2020.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

EFFECTV

By:
Title:

ATTACHMENT A

Client: Gloucester County Clerk

Buyer:

Advertiser:

Product: Assoc-Orgs-Charity

Sched Dates: 10/19/2020 - 11/8/2020

Length: 30
Dayparts: PS

Network	Daypart	Program	Start Date	End Date	Units Bu	Avg UnitWk	Active Weeks	Rate	Total Units	Cost
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5292, Gloucester Co, Turnersville a

AEN

M-Su 4p-11:59p

30

3

1

\$15.00

8

\$120.00



AMC

Sa-Su 4p-11:59p

Various

30

1

1

\$17.00

4

\$68.00



Sa-Su 5a-4p

Various

30

8

1

\$5.00

24

\$120.00

M-Su 4p-11:59p

Various

30

3

1

\$17.00

8

\$136.00

M-Su 5a-4p

Various

30

4

4

\$5.00

4

\$20.00

M-Tu 4p-11:59p

Various

30

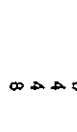
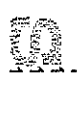
13

Week

\$5.00

8

\$40.00



APL

Sa-Su 4p-11:59p

Various

30

5

1

\$6.75

16

\$92.00



Sa-Su 5a-4p

Various

30

5

1

\$2.25

16

\$36.00

M-Su 4p-11:59p

Various

30

5

1

\$6.75

16

\$92.00

M-Su 5a-4p

Various

30

3

1

\$2.25

16

\$36.00

M-Tu 4p-11:59p

Various

30

5

1

\$5.75

8

\$46.00

M-Tu 5a-4p

Various

30

5

1

\$2.25

16

\$36.00

BRVO

M-Su 4p-11:59p

Various

30

1

1

\$22.75

4

\$91.00

M-Su 5a-4p

Various

30

5

1

\$3.75

16

\$60.00

M-Tu 5a-4p

Various

30

5

1

\$3.75

16

\$60.00



BTN

M-Su 5a-4p

Various

30

3

1

\$3.25

8

\$26.00



CC

M-Su 5a-4p

Various

30

3

1

\$5.00

8

\$4.00



CMOY

Sa-Su 5a-4p

Various

30

8

1

\$3.50

24

\$84.00

M-Su 4p-11:59p

Various

30

3

1

\$8.00

8

\$64.00

Network	Daypart	Program	Start Date	End Date	Unit Dur.	Avg Unit/Wk	Active Weeks	Rate	Total Units	Gross
	M-Su 8a-4p	Various			30	6	1	\$3.50	16	\$56.00
	M-Tu 5a-4p	Various			30	5	1	\$3.50	16	\$56.00
	M-Su 4p-11:59p	Various			30	1	1	\$4.50	4	\$18.00
	M-Su 5a-4p	Various			30	8	1	\$1.75	24	\$42.00
	M-Tu 5a-4p	Various			30	5	1	\$1.75	16	\$28.00
	Sa-Su 6a-4p	Various			30	1	1	\$6.75	4	\$35.00
	M-Su 4p-11:59p	Various			30	3	1	\$22.00	8	\$176.00
	M-Su 5a-4p	Various			30	1	1	\$8.75	4	\$35.00
	Sa-Su 6a-4p	Various			30	8	1	\$6.25	24	\$126.00
	M-Su 4p-11:59p	Various			30	3	1	\$16.00	8	\$128.00
	M-Su 5a-4p	Various			30	5	1	\$5.25	16	\$84.00
	M-Tu 5a-4p	Various			30	3	1	\$5.25	8	\$42.00
	M-Su 4p-11:59p	Various			30	3	1	\$1.75	8	\$14.00
	M-Tu 4p-11:59p	Various			30	3	1	\$1.75	8	\$14.00
	M-Su 4p-11:59p	Various			30	3	1	\$13.00	8	\$104.00
	M-Su 5a-4p	Various			30	1	1	\$2.75	4	\$11.00
	M-Tu 4p-11:59p	Various			30	1	1	\$13.00	4	\$52.00
	M-Tu 5a-4p	Various			30	5	1	\$2.75	16	\$44.00
	M-Su 4p-11:59p	Various			30	1	1	\$7.25	4	\$29.00
	M-Su 5a-4p	Various			30	1	1	\$3.50	4	\$14.00
	M-Tu 4p-11:59p	Various			30	1	1	\$7.25	4	\$29.00
	Sa-Su 4p-11:59p	Various			30	1	1	\$36.00	4	\$140.00
	Sa-Su 5a-4p	Various			30	1	1	\$16.00	4	\$60.00
	M-Su 4p-11:59p	Various			30	3	1	\$36.00	8	\$280.00
	M-Su 5a-4p	Various			30	1	1	\$15.00	4	\$60.00
	M-Tu 4p-11:59p	Various			30	3	1	\$35.00	8	\$280.00

Network	Daypart	Program	Start Date	End Date	Unit Dur	Avg Unit/wk	Active Weeks	Rate	Total Units	Cost
ESPN	M-Tu 5a-4p	Various			30	3	1	\$15.00	8	\$120.00
FOOD	M-Su 4p-11:59p	Various			30	3	1	\$10.00	8	\$80.00
	M-Su 5a-4p	Various			30	1	1	\$14.00	4	\$56.00
	M-Tu 4p-11:59p	Various			30	3	1	\$10.00	8	\$80.00
FRFM	M-Su 4p-11:59p	Various			30	3	1	\$9.00	8	\$72.00
	M-Su 5a-4p	Various			30	3	1	\$4.50	8	\$36.00
	M-Tu 4p-11:59p	Various			30	1	1	\$9.00	4	\$36.00
FREEFORM										
FS1	M-Su 5a-4p	Various			30	3	1	\$1.75	8	\$14.00
	M-Tu 5a-4p	Various			30	3	1	\$1.75	8	\$14.00
FX	M-Su 4p-11:59p	Various			30	1	1	\$17.00	4	\$68.00
	M-Su 5a-4p	Various			30	3	1	\$5.25	8	\$42.00
	M-Tu 4p-11:59p	Various			30	1	1	\$17.00	4	\$68.00
	M-Tu 5a-4p	Various			30	1	1	\$5.25	4	\$21.00
FXNC	Sa-Su 5a-4p	Various			30	1	1	\$11.25	4	\$45.00
	M-Su 5a-4p	Various			30	1	1	\$11.25	4	\$45.00
	M-Tu 5a-4p	Various			30	3	1	\$11.25	8	\$90.00
FYI	Sa-Su 5a-4p	Various			30	5	1	\$7.5	16	\$12.00
	M-Su 4p-11:59p	Various			30	8	1	\$2.50	24	\$60.00
	M-Su 5a-4p	Various			30	5	1	\$7.5	16	\$12.00
	M-Tu 4p-11:59p	Various			30	3	1	\$2.50	8	\$20.00
	M-Tu 5a-4p	Various			30	5	1	\$7.5	16	\$12.00
GSN	M-Su 4p-11:59p	Various			30	5	1	\$2.25	16	\$36.00
	M-Su 5a-4p	Various			30	5	1	\$1.25	16	\$20.00
	M-Tu 5a-4p	Various			30	3	1	\$1.25	8	\$10.00

Network	Daypart	Program	Start Date	End Date	Unit Dtr	Avg Units/Wk	Active Weeks	Rate	Total Units	Cost
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TRAV	Sa-Su 5a-4p	Various			30	3	1	\$2.25	8	\$18.00
	M-Su 4p-1:59p	Various			30	5	1	\$7.25	16	\$116.00
	M-Su 5a-4p	Various			30	5	1	\$2.25	16	\$36.00
	M-Tu 5a-4p	Various			30	3	1	\$2.25	8	\$18.00



TRU	Sa-Su 4p-1:59p	Various			30	5	1	\$5.00	16	\$80.00
	Sa-Su 5a-4p	Various			30	8	1	\$1.75	24	\$42.00
	M-Su 4p-1:59p	Various			30	5	1	\$5.00	16	\$80.00
	M-Su 5a-4p	Various			30	5	1	\$1.75	16	\$28.00
	M-Tu 4p-1:59p	Various			30	5	1	\$5.00	16	\$80.00
	M-Tu 5a-4p	Various			30	3	1	\$1.75	8	\$14.00

TVL



TVL	Sa-Su 5a-4p	Various			30	8	1	\$2.00	24	\$48.00
	M-Su 4p-1:59p	Various			30	5	1	\$4.50	16	\$72.00
	M-Su 5a-4p	Various			30	5	1	\$2.00	16	\$32.00
	M-Tu 4p-1:59p	Various			30	5	1	\$4.50	16	\$72.00



TWC	Sa-Su 5a-4p	Various			30	5	1	\$1.75	16	\$28.00
	M-Su 4p-1:59p	Various			30	5	1	\$3.00	16	\$48.00
	M-Su 5a-4p	Various			30	8	1	\$1.75	24	\$42.00
	M-Tu 4p-1:59p	Various			30	5	1	\$3.00	16	\$48.00
	M-Tu 5a-4p	Various			30	3	1	\$1.75	8	\$14.00

USA



USA	M-Su 4p-1:59p	Various			30	3	1	\$32.25	8	\$258.00
	M-Su 5a-4p	Various			30	3	1	\$11.00	8	\$86.00
	M-Tu 4p-1:59p	Various			30	3	1	\$32.25	8	\$258.00

VICE



VICE	Sa-Su 5a-4p	Various			30	3	1	\$1.00	8	\$8.00
	M-Su 4p-1:59p	Various			30	3	1	\$1.25	8	\$10.00
	M-Su 5a-4p	Various			30	5	1	\$1.00	16	\$16.00
	M-Tu 5a-4p	Various			30	5	1	\$1.00	16	\$16.00

Totals									1,504	\$8,950.00
Grand Totals									1,504	\$8,950.00

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Adjustments: Network Insertability and Network Carriage have been factored into calculations.

- Philadelphia Nov19 DMA Nielsen Live+7
- Cable Zones: COMCAST, Gloucester Co. (Turnersville a
- Philadelphia Sep20 DMA Nielsen Live+7
- Cable Zones: COMCAST, Philadelphia Interactive
- Philadelphia Sep20 DMA Nielsen Live+7
- Cable Zones: COMCAST, Gloucester Co. (Turnersville a
- Philadelphia Sep20 DMA Nielsen Live+7
- ESPY: unrated station
- ESFA: unrated station
- ESFG: unrated station
- ESTV: unrated station

* Estimate information indicated has been supplied by the user.

Source Field Codes:
TP – Time Period

TO PROCEED



Sa 4:30p-7:30p
Su 3:30p-7:30p

AVG. ALL WKS
AVG. ALL WKS

Start Date	End Date	Unit Dur.	Avg. Unit/Wk	Active Weeks	Rate	Total Units	Cost
10/24/20	10/24/20	30	0	1	\$250.00	1	\$250.00
10/25/20	10/25/20	30	0	1	\$200.00	1	\$200.00

NFLN

Day/Part	Program	Start Date	End Date	Unit Dur.	Avg. Unit/Wk	Active Weeks	Rate	Total Units	Cost
Th 8p-12m	AVG. ALL WKS	10/29/20	10/29/20	30	0	1	\$700.00	1	\$700.00

Totals 22 \$6,050.00

Grand Totals 30 \$11,050.00

Broadcast Month Costs: Grand Total			
Month	Gross Cost	Total Units	
10/2020	\$5,660	404	
11/2020	\$14,340	1130	
Total	\$20000.00	1534	

This report has been prepared using NiMalt® research.
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Adjustments: Network Insertability and Network Carriage have been factored into calculations.

Philadelphia Nov19 DMA Nielsen Live+7

Cable Zones: COMCAST, Gloucester Co. (Turnersville a

Philadelphia Sep20 DMA Nielsen Live+7

Cable Zones: COMCAST, Philadelphia Interactive

Philadelphia Sep20 DMA Nielsen Live+7

Cable Zones: COMCAST, Gloucester Co. (Turnersville a

Philadelphia Sep20 DMA Nielsen Live+7

ESP.V: unrated station

ESF.A: unrated station

ESF.C: unrated station

EST.V: unrated station

* Estimate information indicated has been supplied by the user.

Source Field Codes:

TP - Time Period

COUNTY OF GLOUCESTER
CERTIFICATION OF REQUEST FOR EMERGENCY PURCHASES

THE UNDERSIGNED DEPARTMENT HEAD (OR DESIGNATED AGENT) CERTIFIES AS FOLLOWS:

1. AN EMERGENCY CONDITION EXISTS IN: Gloucester County Clerk's Office
(NAME OF DEPARTMENT)
 2. THIS EMERGENCY OCCURRED ON: Ongoing (10/22/2020)
(DATE)
 3. THE NATURE OF THE EMERGENCY IS:
Due to Governor Murphy's Executive Order 177, a direct response to the COVID-19 pandemic, a Presidential election will be held in Gloucester County almost entirely by vote by mail with no in-person voting in the manner voters are accustomed. This will require further advertising expenditures before November 3rd, 2020 due to voter confusion and misinformation.
 4. THIS CONDITION CONSTITUTES AN EMERGENCY AFFECTING THE IMMEDIATE HEALTH, SAFETY OR WELFARE OF THE PUBLIC.
 5. DESCRIPTION OF CONDITION AND HOW IT AFFECTS HEALTH, SAFETY OR WELFARE.
There has been pervasive misinformation and disinformation shared online and in person about vote by mail voting. Further, on Wednesday, October 21, the Department of Homeland Security issued a public notice warning the public of activities by foreign actors to influence public opinion related to the election. Due to this threat and the novelty of an all-vote by mail election in Gloucester County, the County Clerk's Office must make further expenditures in advertising prior to Election Day, November 3rd, to educate voters on the safety and use of vote by mail ballots.
 6. IT IS NECESSARY TO INVOKE N.J.S.A. 40A:11-6 (EMERGENCY PURCHASES AND CONTRACTS) IN ORDER TO OBTAIN THE DELIVERY OF THE MATERIALS, SUPPLIES, OR SERVICES DESCRIBED IN THE ATTACHED REQUISITION # 22196 THE ESTIMATED COST OF FURNISHING THE MATERIALS, SUPPLIES OR SERVICES IS \$20,000
- VENDOR NAME: EffectTV
7. PERMISSION IS REQUESTED FOR APPROVAL TO ISSUE A PURCHASE ORDER WITHOUT OBTAINING BIDS, PURSUANT TO THE ABOVE CITED STATUTE.
 8. I CERTIFY THAT THE FOREGOING STATEMENTS MADE BY ME ARE TRUE. I AM AWARE THAT IF ANY OF THE FOREGOING STATEMENTS MADE BY ME ARE WILLFULLY FALSE, I AM SUBJECT TO PUNISHMENT.

DEPARTMENT HEAD

QUALIFIED PURCHASING AGENT

APPROVED BY COUNTY ADMINISTRATOR

DATE

10-22-2020

County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-08670

ORDER DATE: 10/22/20
REQUISITION NO: R0-22196
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

GLOUC. CO CO CLERK ELECT DIV.
550 GROVE ROAD
WEST DEPTFORD, NJ 08066
856-384-4530

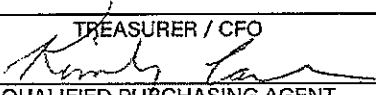
VENDOR

EFFECTV
330 FELLOWSHIP ROAD
SUITE 103
MOUNT LAUREL, NJ 08054

VENDOR #: COMSPOT1

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
1.00	COMCAST RUN FOR 2020 GENERAL ELECTION PER EXECUTIVE ORDER #177 TO RUN OCTOBER 23, 2020 THROUGH NOVEMBER 3, 2020	G-02-20-020-000-20205 Advertsing	19,130.0000	19,130.00
1.00	COMCAST RUN FOR 2020 GENERAL ELECTION PER EXECUTIVE ORDER #177 TO RUN OCTOBER 23, 2020 THROUGH NOVEMBER 3, 2020 EMERGENCY SERVICE PASSED BY RESOLUTION 11/4/20	0-01-20-120-001-20205 Advertising	870.0000	870.00
			TOTAL	20,000.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE DATE		TREASURER / CFO 
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT

MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

B-4

**RESOLUTION AUTHORIZING THE EXECUTION OF A CONTRACT WITH
INCLUSION SOLUTIONS, LLC FOR \$32,055.00**

WHEREAS, the County of Gloucester has a need for election materials, including ballot trollies and LED purification wands for the 2020 General Election; and

WHEREAS, the Clerk of Gloucester County recommends that said products be provided by Inclusion Solutions, LLC of 2000 Greenleaf Street, Suite 3, Evanston, Illinois 60202, for \$32,055.00; and

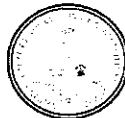
WHEREAS, the Treasurer for the County has certified the availability in the amount of \$30,558.00, pursuant to C.A.F. No. 20-08679, which shall be charged against budget line item G-02-20-020-000-20245 and in the amount of \$1,497.00, pursuant to C.A.F. No. 20-08669, which shall be charged against budget line item G-02-20-020-000-20245; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because the vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1).

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized and directed to execute and the Clerk of the Board is authorized to attest to the execution of the contract with Inclusion Solutions, LLC, for \$32,055.00.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

LAURIE J. BURNS, CLERK OF THE BOARD

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
INCLUSION SOLUTIONS, LLC**

THIS CONTRACT is made effective the 4TH day of November, 2020, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as “County”, and **INCLUSION SOLUTIONS, LLC** of 2000 Greenleaf Street, Suite 3, Evanston, Illinois 60202, hereinafter referred to as “Vendor”.

RECITALS

WHEREAS, there exists a need for the County to contract for services pertaining to election materials, including ballot trollies and LED purification wands for the 2020 General Election; and

WHEREAS, the contract has been awarded consistent with the fair and open provisions of the Gloucester County Administrative Code and with N.J.S.A. 19:44A-20.4 et seq., which exempt this contract from competition because vendor has certified that it will not make a disqualifying contribution during the term of the contract; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

WHEREAS, the Vendor represents that it is qualified to perform said services and desires to so perform pursuant to the terms and provisions of this contract.

NOW THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor does hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.
2. **COMPENSATION.** Vendor shall be compensated in an amount not to exceed \$32,055.00.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Attachment A, *Vendor's Sales Order #SO-009838*, dated October 23, 2020 and *Vendor's Sales Order #SO-009831*, dated November 1, 2020, which are attached hereto and made a part of this Contract.

Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this Contract to comply with, all of the requirements of the vendor's proposal.

4. **FURTHER OBLIGATIONS OF THE PARTIES.** During the performance of this Contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. **LICENSING AND PERMITTING.** If the Vendor or any of its agents is required to maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this contract, then prior to the effective date of this contract, and as a condition precedent to its taking effect, Vendor shall provide to County a copy of its current license and permits required to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this contract.

Vendor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this contract, then this contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this contract, the County shall thereupon have the right to terminate this contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this contract, shall be forthwith delivered to the County.

D. The County may terminate this contract for public convenience at any time by a notice in writing from the County to the Vendor. If the contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Vendor or subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance, and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall, simultaneously with the execution of this contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this contract. The County shall review the certificate for

sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

12. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

13. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

14. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

15. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. **PARTIAL INVALIDITY.** In the event that any provision of this contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this contract.

17. **CHANGES.** This contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this contract shall be determined by mutual agreement before executing the change involved.

18. **NOTICES.** Notices required by this contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by

and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this contract. The Company further covenants that in the performance of this contract, no person having any such interest shall be employed.

22. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this contract, during the term of this contract, except to authorized County personnel or upon prior approval of the County.

23. **BINDING EFFECT.** This contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document and *Vendor's Sales Order #SO-009837*, dated November 1, 2020 and *Vendor's Sales Order #SO-009831*, dated November 1, 2020, attached hereto as Attachment A. If there is a conflict between this Contract or the Vendor's response, then this Contract shall control.

THIS CONTRACT is dated this 4th day of November, 2020.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director, attested by its Clerk, and its corporate seal affixed hereunto, pursuant to a Resolution of the said party of the first part passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

INCLUSION SOLUTIONS, LLC

**BY:
TITLE:**

ATTACHMENT A



Inclusion Solutions
2000 Greenleaf St.
Suite 3 Evanston, IL 60202
www.inclusionsolutions.com
Email contact@inclusionsolutions.com
Tel 847-869-2500
Fax 847-869-2515

Invoice

Invoice #	SO-009838
Date	10/23/2020

Billing Address Gloucester NJ, County of
550 Grove Road
Paulsboro, NJ
08066

Shipping Gloucester NJ, County of
Address 550 Grove Road
Paulsboro, NJ
08066

Contact Mike Sauter/Healthier Pool
Phone 856-384-4500

Email Address hpool@co.gloucester.nj.us
Fax# 856-251-1647

Sales Rep
Hollister Bundy

Item No	Product Name	Quantity	Unit Price	Sub-Total
PURLEDWAND	LED PURIFICATION WAND FOR PRECINCTS	3	\$499.00	\$1,497.00

Sub-Total	\$1,497.00
Total	\$1,497.00

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to
sales@inclusionsolutions.com

Quote Approved by: _____ (Sign Here)

www.inclusionSolutions.com Ph#847-869-2500 Fax#847-869-2515



Inclusion Solutions
2000 Greenleaf St.
Suite 3 Evanston, IL 60202
www.inclusionsolutions.com
Email: contact@inclusionsolutions.com
Tel: 847-869-2500
Fax: 847-869-2515

Sales Order

Order #	SO-009831
Date	11/1/2020

Billing Address Gloucester NJ, County of
550 Grove Road
Paulsboro, NJ
08066

Shipping Gloucester NJ, County of
Address 550 Grove Road
Paulsboro, NJ
08066

Contact Mike Sauter/Heallier Pool
Phone 856-384-4500

Email Address hpoot@co.gloucester.nj.us
Fax# 856-251-1647

Sales Rep
Hollister Bundy

Item No.	Product Name	Quantity	Unit Price	Sub-Total
5222CEB	22" Precinct Supply Trolley by Tutto-Red Only	175	\$165.00	\$28,875.00
PURLEDWAND Invoice: 50-6604838	LED PURIFICATION WAND FOR PRECINCTS	2	\$499.00	\$998.00

Remarks

DELIVERY OF WANDS IMMEDIATELY
DELIVERY OF BAGS BY 12/15/20

Sub-Total

Shipping

Total

\$28,875.00
\$28,873.00
\$1,683.00
\$31,556.00

\$30,558.00

To approve quote, sign and fax back to 847-869-2515 or sign, scan document, and email to sales@inclusionsolutions.com

Quote Approved by: _____ (Sign Here)

www.inclusionSolutions.com Ph#847-869-2500 Fax#847-869-2515

BUSINESS ENTITY DISCLOSURE CERTIFICATION

Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Inclusion Solutions LLC
Signed: [Signature] Title: President
Print Name: Hollister Burch Date: 10/22/20

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

Contracting Agency: County of Gloucester

The Disclosure Form requires the business entity to list political contributions that are set forth in N.J.S.A. 19:44A-20.26 and are reportable by the recipient pursuant to the provisions of N.J.S.A. 19:44A-1 et seq., and that were made by the business entity during the preceding 12 month period.

Accordingly, as a business entity to whom a contract may be awarded by the County, you are required to include with your contract proposal a list of all such contributions made during the preceding 12 months, indicating the date and amount of each contribution and the name of the recipient of each contribution.

Date	Amount	Recipient's Name
12/15/2023	100.00	John Doe
12/16/2023	50.00	Jane Smith
12/17/2023	75.00	Bob Johnson
12/18/2023	25.00	Alice Brown
12/19/2023	150.00	Charlie Davis
12/20/2023	30.00	Eve White
12/21/2023	40.00	Frank Green
12/22/2023	60.00	Grace Black
12/23/2023	80.00	Henry Blue
12/24/2023	90.00	Ivy Gold
12/25/2023	110.00	Jack Silver
12/26/2023	120.00	Karen Bronze
12/27/2023	130.00	Leo Platinum
12/28/2023	140.00	Mia Diamond
12/29/2023	150.00	Noah Ruby
12/30/2023	160.00	Olivia Sapphire
12/31/2023	170.00	Peter Emerald
12/31/2023	180.00	Quinn Amethyst
12/31/2023	190.00	Rachel Garnet
12/31/2023	200.00	Sam Ruby
12/31/2023	210.00	Tina Sapphire
12/31/2023	220.00	Umar Emerald
12/31/2023	230.00	Victoria Amethyst
12/31/2023	240.00	Walter Garnet
12/31/2023	250.00	Xavier Ruby
12/31/2023	260.00	Yara Sapphire
12/31/2023	270.00	Zoe Emerald
12/31/2023	280.00	Adam Amethyst
12/31/2023	290.00	Bella Garnet
12/31/2023	300.00	Chris Ruby
12/31/2023	310.00	Diana Sapphire
12/31/2023	320.00	Ethan Emerald
12/31/2023	330.00	Fiona Amethyst
12/31/2023	340.00	Gavin Garnet
12/31/2023	350.00	Hannah Ruby
12/31/2023	360.00	Ian Sapphire
12/31/2023	370.00	Jessica Emerald
12/31/2023	380.00	Kyle Amethyst
12/31/2023	390.00	Laura Garnet
12/31/2023	400.00	Michael Ruby
12/31/2023	410.00	Nancy Sapphire
12/31/2023	420.00	Oliver Emerald
12/31/2023	430.00	Pamela Amethyst
12/31/2023	440.00	Quinn Garnet
12/31/2023	450.00	Rachel Ruby
12/31/2023	460.00	Samuel Sapphire
12/31/2023	470.00	Tina Emerald
12/31/2023	480.00	Umar Amethyst
12/31/2023	490.00	Victoria Garnet
12/31/2023	500.00	Walter Ruby
12/31/2023	510.00	Xavier Sapphire
12/31/2023	520.00	Yara Emerald
12/31/2023	530.00	Zoe Amethyst
12/31/2023	540.00	Adam Garnet
12/31/2023	550.00	Bella Ruby
12/31/2023	560.00	Chris Sapphire
12/31/2023	570.00	Diana Emerald
12/31/2023	580.00	Ethan Amethyst
12/31/2023	590.00	Fiona Garnet
12/31/2023	600.00	Gavin Ruby
12/31/2023	610.00	Hannah Sapphire
12/31/2023	620.00	Ian Emerald
12/31/2023	630.00	Jessica Amethyst
12/31/2023	640.00	Kyle Garnet
12/31/2023	650.00	Laura Ruby
12/31/2023	660.00	Michael Sapphire
12/31/2023	670.00	Nancy Emerald
12/31/2023	680.00	Oliver Amethyst
12/31/2023	690.00	Pamela Garnet
12/31/2023	700.00	Quinn Ruby
12/31/2023	710.00	Rachel Sapphire
12/31/2023	720.00	Samuel Emerald
12/31/2023	730.00	Tina Amethyst
12/31/2023	740.00	Umar Garnet
12/31/2023	750.00	Victoria Ruby
12/31/2023	760.00	Walter Sapphire
12/31/2023	770.00	Xavier Emerald
12/31/2023	780.00	Yara Amethyst
12/31/2023	790.00	Zoe Garnet
12/31/2023	800.00	Adam Ruby
12/31/2023	810.00	Bella Sapphire
12/31/2023	820.00	Chris Emerald
12/31/2023	830.00	Diana Amethyst
12/31/2023	840.00	Ethan Garnet
12/31/2023	850.00	Fiona Ruby
12/31/2023	860.00	Gavin Sapphire
12/31/2023	870.00	Hannah Emerald
12/31/2023	880.00	Ian Amethyst
12/31/2023	890.00	Jessica Garnet
12/31/2023	900.00	Kyle Ruby
12/31/2023	910.00	Laura Sapphire
12/31/2023	920.00	Michael Emerald
12/31/2023	930.00	Nancy Amethyst
12		

NONE

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: Inclusion Solutions LLC
Signed: [Signature] Title: President
Print Name: Hollister D. Boyd Date: 10/22/20

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

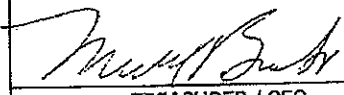
PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-08679

SHIP TO	GLOUC. CO CO CLERK ELECT DIV. 550 GROVE ROAD WEST DEPTFORD, NJ 08066 856-384-4530
	VENDOR #:
VENDOR	INCLUSION SOLUTIONS, LLC 2000 GREENLEAF STREET SUITE 3 EVANSTON, IL 60202

ORDER DATE: 10/23/20
REQUISITION NO: R0-22215
DELIVERY DATE:
STATE CONTRACT: QUOTE
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
175.00	22" PRECINCT SUPPLY TROLLY BY TUTTO-RED ONLY ITEM# 5222CEB UNIT PRICE: \$165.00 SALES ORDER SO-0009831	G-02-20-020-000-20245 Election Expense	165.0000	28,875.00
1.00	SHIPPING FOR ITEM NO. 5222CEB AND ITEM NO. PURPLEWAND THE PURPLEWAND WAS PURCHASED ON PURCHASE ORDER 20-08669 SALES ORDER SO-0009838 THE SHIPPING COVERS BOTH	G-02-20-020-000-20245 Election Expense	1,683.0000	1,683.00
			TOTAL	30,558.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X VENDOR SIGN HERE DATE	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures. DEPARTMENT HEAD DATE	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW  TREASURER / CFO QUALIFIED PURCHASING AGENT
TAX ID NO. OR SOCIAL SECURITY NO. DATE		
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF CERTIFICATE AVAILABILITY FUNDS	
THIS NUMBER MUST APPEAR ON ALL INVOICES	
NO.	20-08669

SHIP TO	GLOUC. CO CO CLERK ELECT DIV. 550 GROVE ROAD WEST DEPTFORD, NJ 08066 856-384-4530
	VENDOR # INCL0065
VENDOR	INCLUSION SOLUTIONS, LLC 2000 GREENLEAF STREET SUITE 3 EVANSTON, IL 60202

ORDER DATE: 10/22/20
REQUISITION NO: R0-22198
DELIVERY DATE:
STATE CONTRACT: QUOTE ATTACHED
ACCOUNT NUM:

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
3.00	LED PURIFICATION WAND FOR PRECINCTS ITEM NO: PURLEDWAND UNIT PRICE: \$499.00 QUOTE #: 50-009838 DELIVERY OF WANDS IMMEDIATELY	G-02-20-020-000-20245 Election Expense	499.0000	1,497.00
			TOTAL	1,497.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW
VENDOR SIGN HERE DATE		 TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

**RESOLUTION AUTHORIZING AWARD OF CONTRACT WITH A. RIFKIN CO.,
FOR \$19,733.50**

B-5

WHEREAS, the County has a need to purchase a total of 100 flip-top chamber ballot/supply wagon units for election operations in the County of Gloucester; and

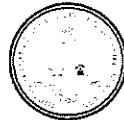
WHEREAS, the Board of Elections recommends and requests that said equipment be purchased at A. Rifkin Co., located at 1400 Sans Souci Parkway, Wilkes-Barre, Pennsylvania 18706, for \$19,733.50; and

WHEREAS, the Treasurer of Gloucester County has certified the availability of funds in the amount of \$19,733.50, pursuant to C.A.F. No. 20-08707, which amount shall be charged against budget line item C-04-19-017-140-17248; and

WHEREAS, this contract is for goods required to prepare and/or conduct an election and therefore may be awarded without public advertising for bids in accordance with N.J.S.A. 40A:11-5(l), and consistent with all fair and open provisions of the Gloucester County Administrative Code and N.J.S.A. 19:44A-20.4 et seq.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Chosen Freeholders of the County of Gloucester, that the Director of the Board, is hereby authorized to execute and the Clerk of the Board is directed to attest to the execution of a Contract in the amount of \$19,733.50 with A. Rifkin Co. for the purchase of 100 flip-top chamber ballot/supply wagon units, necessary for election operations.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester, held on Wednesday, November 4, 2020, at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ATTEST:

ROBERT M. DAMMINGER, DIRECTOR

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT BETWEEN
COUNTY OF GLOUCESTER
AND
A. RIFKIN CO.**

THIS CONTRACT is made effective the 4th day of November, 2020, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate, with offices in Woodbury, New Jersey, hereinafter referred to as "County", and **A. RIFKIN CO.** of 1400 Sans Souci Parkway, Wilkes-Barre, Pennsylvania 18706, hereinafter referred to as "**Vendor**".

RECITALS

WHEREAS, there exists a need for the County to purchase flip-top chamber ballot/supply wagon units for election operations in the County of Gloucester; and

WHEREAS, the services to be performed as to this contract are relative to election expenses and therefore is an exception to the Local Public Contracts Law as described and provided by N.J.S.A. 40A:11-5(1); and

WHEREAS, Vendor represents that he has the sought goods and desires to perform the obligations of the vendor pursuant to the terms and provisions of this contract.

NOW, THEREFORE, in consideration of the mutual promises, agreements and other considerations made by and between the parties, the County and the Vendor do hereby agree as follows:

TERMS OF AGREEMENT

1. **TERM.** Contract shall be effective upon the execution of contract and Vendor shall complete delivery and all services within a reasonable period of time.

2. **COMPENSATION.** Vendor shall be compensated in a total contract amount of \$19,733.50, as per Vendor's Quotation #2192387, dated September 30, 2020.

Vendor shall be paid in accordance with this contract document upon receipt of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Vendor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this contract.

3. **DUTIES OF VENDOR.** The specific duties of the Vendor shall be as set forth in Vendor's

Quotation #2192387, dated September 30, 2020, attached hereto as Attachment A, which is incorporated in its entirety and made a part of this contract. Vendor agrees that it has or will comply with, and where applicable shall continue throughout the period of this contract to comply with, all of the requirements of any specifications, which may have been issued by the County of Gloucester in connection with the work to be performed.

Vendor shall be paid in accordance with this Contract document upon date of an invoice and a properly executed voucher. After approval by County, the payment voucher shall be placed in line for prompt payment.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this contract, the Vendor agrees as follows:

The Vendor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. The Vendor will ensure that equal employment opportunity is afforded to such applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

The Vendor or subcontractor, where applicable will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service.

The Vendor or subcontractor will send to each labor union, with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the Vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The Vendor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

The Vendor or subcontractor agrees to make good faith efforts to meet targeted county employment goals established in accordance with N.J.A.C. 17:27-5.2.

5. LICENSING AND PERMITTING. If the Vendor or any of its agents is required to

maintain a license, or to maintain in force and effect any permits issued by any governmental or quasi-governmental entity in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Vendor shall provide to the County a copy of all current license and permits to operate in the State of New Jersey, which license and permits shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Vendor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Vendor or its agents.

6. **TERMINATION.** This Contract may be terminated as follows:

A. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

B. If Vendor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Vendor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

C. If, through any cause, the Vendor or Subcontractor, where applicable, shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Vendor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Vendor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Vendor under this Contract, shall be forthwith delivered to the County.

D. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Vendor. If the Contract is terminated by the County as provided herein, the Vendor will be paid for the services rendered to the time of termination.

E. Notwithstanding the above, the Vendor or Subcontractor, where applicable, shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Vendor, and the County may withhold any payments to the Vendor for the purpose of set off until such time as the exact amount of damages due the County from the Vendor is determined.

F. Termination shall not operate to affect the validity of the indemnification provisions of this Contract, nor to prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. **PROPERTY OF THE COUNTY.** All materials developed, prepared, completed, or acquired by Vendor during the performance of the services specified by this Contract, including, but not limited to, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports, shall become the property of the County, except as may otherwise be stipulated in a written statement by the County.

8. **NO ASSIGNMENT OR SUBCONTRACT.** This Contract may not be assigned nor subcontracted by the Vendor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County and no obligation on the County's part to the assignee shall arise, unless the County shall elect to accept and to consent to such assignment or subcontract.

9. **INDEMNIFICATION.** The Vendor or Subcontractor, where applicable, shall be responsible for, shall keep, save and hold the County of Gloucester harmless from, shall indemnify and shall defend the County of Gloucester against any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disabilities, including death, to employees or recipients of the Vendor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent Vendors, or from the Vendor's failure to provide for the safety and protection of its employees, or from Vendor's performance or failure to perform pursuant to the terms and provisions of this Contract. The Vendor's liability under this agreement shall continue after the termination of this agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

10. **POLITICAL CONTRIBUTION DISCLOSURE AND PROHIBITION.** This contract has been awarded to Vendor based on the merits and abilities of Vendor to provide the goods or services described in this Contract. This contract was awarded through a non-competitive process pursuant to N.J.S.A. 19:44A-20.4 et seq. The signer of this Contract does hereby certify that Vendor, its subsidiaries, assigns or principals controlling in excess of 10% of the Vendor will not make a reportable contribution during the term of the contract to any political party committee in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County when the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

11. **INSURANCE.** Vendor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builder's insurance and Workers' Compensation insurance in amounts, for the coverages, and with companies deemed satisfactory by County, and which shall be in compliance with any applicable requirements of the State of New Jersey. Vendor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming County as an additional insured.

If Vendor is a member of a profession that is subject to suit for professional malpractice, then Vendor shall maintain and continue in full force and effect an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Vendor shall,

simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract. The County shall review the certificate for sufficiency and compliance with this paragraph, and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Vendor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

12. **SET-OFF.** Should Vendor either refuse or neglect to perform the service that Vendor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Vendor's failure to perform, then and in that event, such expense shall be deducted from any payment due to Vendor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

13. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Vendor shall be suspended without liability for the period during which the County is so prevented.

14. **METHODS OF WORK.** Vendor agrees that in performing its work, it shall employ such methods or means as will not cause any interruption or interference with the operations of County or infringe on the rights of the public.

15. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Vendor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement.

16. **PARTIAL INVALIDITY.** In the event that any provision of this Contract shall be or become invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provision of this Contract.

17. **CHANGES.** This Contract may be modified by approved change orders, consistent with applicable laws, rules and regulations. The County, without invalidating this Contract, may order changes consisting of additions, deletions, and/or modifications, and the contract sum shall be adjusted accordingly. This Contract and the contract terms may be changed only by change order. The cost or credit to the County from change in this Contract shall be determined by mutual agreement before executing the change involved.

18. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

19. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each

irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

20. **INDEPENDENT VENDOR STATUS.** The parties acknowledge that Vendor is an independent Vendor and is not an agent of the County.

21. **CONFLICT OF INTEREST.** Vendor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services pursuant to this Contract. The Company further covenants that in the performance of this Contract, no person having any such interest shall be employed.

22. **CONFIDENTIALITY.** Vendor agrees not to divulge or release any information, reports, or recommendations developed or obtained in connection with the performance of this Contract, during the term of this Contract, except to authorized County personnel or upon prior approval of the County.

23. **BINDING EFFECT.** This Contract shall be binding on the undersigned and their successors and assigns.

24. **CONTRACT PARTS.** This contract shall consist of this document and Vendor's Quotation #2192387, dated September 30, 2020, attached hereto as Attachment A. If there is a conflict between this Contract and the Vendor's Quotation, then this shall control.

THIS CONTRACT shall be effective the 4th day of November, 2020.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by the Board Clerk pursuant to a Resolution passed for that purpose, and Vendor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**ROBERT M. DAMMINGER,
DIRECTOR**

ATTEST:

A. RIFKIN CO.

**By:
Title:**

ATTACHMENT A

Quotation 2192387

09/30/2020

Board Of Elections
County Of Gloucester
Ref: BCJ680
550 Grove Rd
West Deptford, NJ 08066
mharris@co.gloucester.nj.us

Dear Board,

Thank you for considering the A. Rifkin Co. to fulfill your organization's needs. We appreciate the opportunity to submit to you the below quotation for your consideration.

Qty	Part No	Part Description	Unit Price	Ext. Price
50	B15622-Y13-82cc	Flip-Top Chamber Ballot/Supply Wagon with HD Wheels 15" x 19" x 15" Arco 600 - Orange Black trim (windows, arrowheads). Embroidery Pattern E84439 Navy Thread Window FWNP006, 4 x 6, Black 10 x 12.5, Window FWNP074B, Black	\$210.79	\$10,539.50
50	B15622-Y20-82NB	Flip-Top Chamber Ballot/Supply Wagon with HD Wheels - NB 15" x 19" x 15" Material- Arco 600 Color - Red **10" Keyless (Plastic) Security Voter Slot on lid vertical at end closest to vertical handle; ** On top of lid window to fit 8 ½ x 11 sheet of paper **ballot diverter sewn to top of removable liner directly below slot; ** 4 rugged wheels front 2 on swivels, rear 2 straight line; GlocSpecial wheeled telescoping frame with hinged collapsible vertical handle that can be tilted to facilitate pulling comfort	\$177.38	\$8,869.000

		Includes an inside access window FWNP006, to fit a 3x5 card Bag will collapse to height of 10" for storage. Flip-Top design lid will allow full top access.		
	Note	Order will ship no later than ct 16 th		
1	ACHG6F-100-0000	Freight Shipping Charges	\$325.00	\$325.00

The quote is valid for 30 days and will expire on 10/30/2020.

To place your order, please sign in the box below and return via fax to 800-825-8284. Should you have further questions, please contact me at (570) 825-9551 Ext. 219 or email dflaim@arifkin.com. Thank you for this opportunity to serve you.

Sincerely,

Denise Flaim
Direct Line: (570) 825-9551 Ext. 219
E-Mail: dflaim@arifkin.com

Authorized Signature

Terms & Conditions:

- Terms Net 10 days, F.O.B. shipping point.
- Shipping date to be assigned at time of order.
- Applicable taxes and shipping charges will be added to the invoice.

Every effort will be made to ship the exact quantity of a printed order. Standard industry practice for printed products, however, provides a manufacturing allowance of +/-3% of the quantity ordered. It is our policy to ship and invoice all finished products.

*Reference our web site <http://www.arifkin.com/policies> for complete policies, terms and conditions.

Find more solutions to your business needs at <http://www.arifkin.com> - visit today!

County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-08707

ORDER DATE: 10/23/20
REQUISITION NO: R0-21629
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

SHIP TO

GLOUC. CO BOARD OF ELECTIONS
550 GROVE RD.
PAULSBORO, NJ 08066
856-384-4500

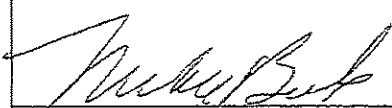
VENDOR

A. RIFKIN CO.
1400 SANS SOUCI PARKWAY
WILKES-BARRE, PA 18706

VENDOR #: AR1FK010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
50.00	PART B15622-Y13-82cc FLIP-TOP CHAMBER BALLOT/SUPPLY WAGON WITH HD WHEELS "15 X 19" X 15" ARCO 600 COLOR ORANGE BLACK TRIM (WINDOWS, ARROWHEADS) EMBROIDERY PATTERN E84439 NAVY THREAD WINDOW FWNPO06, 4 X 6, BLACK 10 X 12/5, WINDOW FWNPO74B, BLACK	C-04-19-017-140-17248 Voting Syst. Improvement Proj.-Elections	210.7900	10,539.50
50.00	PART B15622-Y20-82NB FLIP-TOP CHAMBER BALLOT/SUPPLY WAGON WITH HD WHEELS - NB 15" X 19" X 15" MATERIAL - ARCO 600 COLOR RED 10" KEYLESS (PLASTIC) SECURITY VOTER SLOT ON LID VERTICAL AT END CLOSEST TO VERTICAL HANDLE;**ON TOP OF LID WINDOW TO FIT 8 1/2 X 11 SHEET OF PAPER **BALLOT DIVERTER SEWN TO TOP OF REMOVABLE LINER DIRECTLY BELOW SLOT; 4 RUGGED WHEELS FRONT 2 ON SWIVELS, REAR 2 STRAIGHT LINE; GLOC SPECIAL WHEELED TELESCOPING FRAME	C-04-19-017-140-17248 Voting Syst. Improvement Proj.-Elections	177.3800	8,869.00

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW 
VENDOR SIGN HERE DATE		TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO. DATE	DEPARTMENT HEAD DATE	QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS		

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

County of Gloucester Purchasing Department
PO Box 337, Woodbury, NJ 08096
(856) 853-3420 • Fax (856) 251-6777

PURCHASE ORDER / CAF
CERTIFICATE AVAILABILITY FUNDS

THIS NUMBER MUST APPEAR ON ALL INVOICES

NO. 20-08707

ORDER DATE: 10/23/20
REQUISITION NO: R0-21629
DELIVERY DATE:
STATE CONTRACT:
ACCOUNT NUM:

Pg

SHIP TO

GLOUC. CO BOARD OF ELECTIONS
550 GROVE RD.
PAULSBORO, NJ 08066
856-384-4500

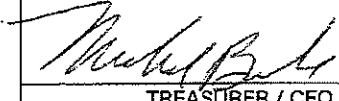
VENDOR

A. RIFKIN CO.
1400 SANS SOUCI PARKWAY
WILKES-BARRE, PA 18706

VENDOR #: ARIFK010

SALES TAX ID # 21-6000660

QTY/UNIT	DESCRIPTION	ACCOUNT NO.	UNIT PRICE	TOTAL COST
	WITH HINGED COLLAPSIBLE VERTICAL HANDLE THAT CAN BE TILTED TO FACILITATE PULLING COMFORT INCLUDES AN INSIDE ACCESS WINDOW FWNP006, TO FIT A 3X5 CARD BAG WILL COLLAPSE TO HEIGHT OF 10" FOR STORAGE. FLIP-TOP DESIGN LID WILL ALLOW FULL TOP ACCESS 4 RUGGED WHEELS, FRONT TWO ON SWIVELS, REAR 2 STRAIGHT BAG WILL COLLAPSE TO HEIGHT OF 10" FOR STORAGE.			
1.00	FREIGHT	C-04-19-017-140-17248	325.0000	325.00
	ACHG6F-100-0000	Voting Syst. Improvement Proj.-Elections		
0.00	SECOND ORDER	C-04-19-017-140-17248	0.0000	0.00
		Voting Syst. Improvement Proj.-Elections		
		TOTAL		19,733.50

CLAIMANT'S CERTIFICATE & DECLARATION	RECEIVER'S CERTIFICATION	APPROVAL TO PURCHASE
I do solemnly declare and certify under penalties of the law that the within bill is correct in all its particulars; that the articles have been furnished or services rendered as stated therein; that no bonus has been given or received by any persons within the knowledge of this claimant in connection with the above claim; that the amount therein stated is justly due and owing; and that the amount charged is a reasonable one. X	I, having knowledge of the facts, certify that the materials and supplies have been received or the services rendered; said certification being based on signed delivery slips or other reasonable procedures.	DO NOT ACCEPT THIS ORDER UNLESS IT IS SIGNED BELOW 
VENDOR SIGN HERE	DATE	TREASURER / CFO
TAX ID NO. OR SOCIAL SECURITY NO.	DATE	QUALIFIED PURCHASING AGENT
MAIL VOUCHER WITH INVOICE TO THE "SHIP TO" ADDRESS	DEPARTMENT HEAD	DATE

VOUCHER COPY-SIGN AT X AND RETURN FOR PAYMENT

Contracting Agency: County of Gloucester

[illegible]

By signing below, you are certifying that the information you have provided is accurate, and that you are aware that if you have made any misrepresentation in this certification, then you and/or your business entity will be liable for any penalty permitted under the law.

Name of Business Entity: A. Rifkin
Signed: [Signature] Title: Controller
Print Name: Jason Taxell Date: 9/18/2020

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

N.J.S.A. 19:44A-20.26 Not later than 10 days prior to entering into any contract having an anticipated value in excess of \$17,500, except for a contract that is required by law to be publicly advertised for bids, a State agency, county, municipality, independent authority, board of education, or fire district shall require any business entity bidding thereon or negotiating therefor, to submit along with its bid or price quote, a list of political contributions as set forth in this subsection that are reportable by the recipient pursuant to the provisions of P.L.1973, c.83 (C.19:44A-1 et seq.) and that were made by the business entity during the preceding 12 month period, along with the date and amount of each contribution and the name of the recipient of each contribution. A business entity contracting with a State agency shall disclose contributions to any State, county, or municipal committee of a political party, legislative leadership committee, candidate committee of a candidate for, or holder of, a State elective office, or any continuing political committee. A business entity contracting with a county, municipality, independent authority, other than an independent authority that is a State agency, board of education, or fire district shall disclose contributions to: any State, county, or municipal committee of a political party; any legislative leadership committee; or any candidate committee of a candidate for, or holder of, an elective office of that public entity, of that county in which that public entity is located, of another public entity within that county, or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county, or any continuing political committee.

The provisions of this section shall not apply to a contract when a public emergency requires the immediate delivery of goods or services.

b. When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by: all principals, partners, officers, or directors of the business entity or their spouses; any subsidiaries directly or indirectly controlled by the business entity; or any political organization organized under section 527 of the Internal Revenue Code that is directly or indirectly controlled by the business entity, other than a candidate committee, election fund, or political party committee, shall be deemed to be a contribution by the business entity.

PARTIAL SCHEDULE OF RELEVANT STATUTES (continued)

c. As used in this section:

“business entity” means a natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

“interest” means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate; and

“State agency” means any of the principal departments in the Executive Branch of the State Government, and any division, board, bureau, office, commission, or other instrumentality within or created by such department, the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch, and any independent State authority, commission, instrumentality or agency.

d. Any business entity that fails to comply with the provisions of this section shall be subject to a fine imposed by the New Jersey Election Law Enforcement Commission in an amount to be determined by the commission which may be based upon the amount that the business entity failed to report.

BUSINESS ENTITY DISCLOSURE CERTIFICATION
Contracting Agency: County of Gloucester

N.J.S.A. 19:44A-20-4 et seq., commonly known as the New Jersey Local Unit Pay-to-Play Law, provides that Gloucester County may not award a contract for more than \$17,500.00 to any business entity which has made certain reportable campaign contributions unless the contract is awarded pursuant to a fair and open process.

Reportable campaign contributions (as defined by N.J.S.A. 19:44A-1 et seq.) may not have been made to any County committee of a political party in Gloucester County if a member of that political party is serving in an elective public office of Gloucester County at the time that the contract is awarded, or to any candidate committee of any person serving in an elective public office of Gloucester County when the contract is awarded.

The law further prohibits the business entity receiving the contract from making such contributions during the term of the contract, unless the contract is awarded pursuant to a fair and open process.

Having considered the limitations set forth above, the undersigned business entity hereby certifies that neither it nor anyone with an interest in it has, during the one year period preceding the award of the contract, made such a reportable contribution that would bar the award of a contract to it. The undersigned further certifies that neither it, nor anyone within an interest in it, will make any such contribution during the term of the contract awarded.

The undersigned is fully aware that if he/she has made any misrepresentation in this certification, he/she and/or the business entity will be liable for any penalty permitted under the law.

Name of Business Entity: A. R. Skin Co
Signed: [Signature] Title: Controller
Print Name: Jason Troxell Date: 9/18/2020

Note: Copies of certain portions of the applicable law are attached to this certification as an accommodation to the vendor. However, the vendor is responsible for determining and certifying its compliance with the applicable law.

PARTIAL SCHEDULE OF RELEVANT STATUTES

19:44A-20.6. Person as business entity; contributions by spouse or child of person; contributions by persons having interest in business

When a business entity is a natural person, a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity. When a business entity is other than a natural person, a contribution by any person or other business entity having an interest therein shall be deemed to be a contribution by the business entity.

19:44A-20.7. Definitions

As used in sections 2 through 12 of this act:

"business entity" means any natural or legal person, business corporation, professional services corporation, limited liability company, partnership, limited partnership, business trust, association or any other legal commercial entity organized under the laws of this State or of any other state or foreign jurisdiction;

"interest" means the ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit, as appropriate;

"fair and open process" means, at a minimum, that the contract shall be: publicly advertised in newspapers or on the Internet website maintained by the public entity in sufficient time to give notice in advance of the contract; awarded under a process that provides for public solicitation of proposals or qualifications and awarded and disclosed under criteria established in writing by the public entity prior to the solicitation of proposals or qualifications; and publicly opened and announced when awarded. The decision of a public entity as to what constitutes a fair and open process shall be final.

"State agency in the Legislative Branch" means the Legislature of the State and any office, board, bureau or commission within or created by the Legislative Branch.

19:44A-20.8. Duty to report contributions

a. Prior to awarding any contract, except a contract that is awarded pursuant to a fair and open process, a State agency in the Legislative Branch, a county, or a municipality shall require the business entity to which the contract is to be awarded to provide a written certification that it has not made a contribution that would bar the award of a contract pursuant to this act.

PARTIAL SCHEDULE OF RELEVANT STATUTES

b. A business entity shall have a continuing duty to report to the Election Law Enforcement Commission any contributions that constitute a violation of this act that are made during the duration of a contract.

19:44A-20.9. Repayment of contribution

If a business entity makes a contribution that would cause it to be ineligible to receive a public contract or, in the case of a contribution made during the term of a public contract, that would constitute a violation of this act, the business entity may request, in writing, within 60 days of the date on which the contribution was made, that the recipient thereof repay the contribution and, if repayment is received within those 60 days, the business entity would again be eligible to receive a contract or would no longer be in violation, as appropriate.

19:44A-20.10. Violation of act by business entity; penalty

A business entity which is determined by the Election Law Enforcement Commission to have willfully and intentionally made a contribution or failed to reveal a contribution in violation of this act may be liable to a penalty of up to the value of its contract with the public entity and may be debarred by the State Treasurer from contracting with any public entity for up to five years.

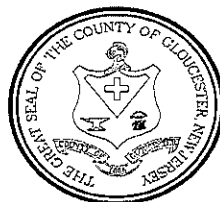
**RESOLUTION AUTHORIZING CHANGE ORDER #01 TO DECREASE
THE CONTRACT WITH SOUTH STATE, INC. BY \$89,551.85**

WHEREAS, by Resolution adopted on August 14, 2019 the County of Gloucester (“County”) authorized the award of a contract to South State, Inc. for \$1,947,338.00, for the reconstruction of Bridge 5-B-5 Oldmans Creek Road (CR 602) over Indian Branch in the Township of Woolwich, known as Engineering Project #17-15SA; and

WHEREAS, the County Engineer has recommended Change Order #01 to decrease the contract by \$89,551.85, resulting in a new total contract amount of \$1,857,786.15.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Change Order #01 to decrease the contract with South State, Inc. by \$89,551.85, resulting in a new total contract amount of \$1,857,786.15 to completion of the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

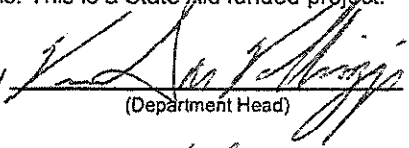
ROBERT M. DAMMINGER, DIRECTOR


ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

COUNTY OF GLOUCESTER
CHANGE ORDER FORM

1. Name & Address of Vendor: South State Inc.
PO Box 68
Bridgeton, NJ 08302
P 856.451.5300 F 856.455.3462
Chester Ottinger, Jr., President
bbryan@southstateinc.com
2. Description of Project or Contract: Reconstruction of Bridge 5-B-5 Oldmans
Creek Road (CR 602) over Indian Branch in
the Township of Woolwich.
3. Date of Original Contract: 8/14/2019
4. P.O. Number: 19-06694
5. Amount of Original Contract: \$1,947,338.00
6. Amount of Previously Authorized Change Order \$0.00
7. Amount of this Change Order No. 1: -\$89,551.85
8. New Total Amount of Contact ☒ \$1,857,786.15
(Total of Numbers 5, 6 & 7 Above)
9. Need or Purpose of this Change Order: Increases, decreases and supplemental items
based on final field conditions. This is a State Aid funded project.

This change order requested by  on 10-15-20
(Department Head) (Date)

Accepted by  on 10/12/20
(Vendor) (Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By: Laurie J. Burns Robert M. Dammingier, Director
Clerk of the Board

To All Vendors:

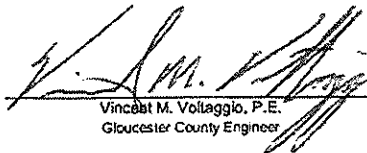
*This Change Order is not official nor authorized until such time as this Change Order is
accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate*

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 & FINAL
STATE AID PROJECT

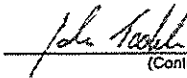
PROJECT	Bridge 5-B-5 Engineering Project No. 17-15
MUNICIPALITY	Woolwich Township
COUNTY	Gloucester
CONTRACTOR	South State, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.
The reductions and extras are adjustments in the contract quantities to meet the actual constructed field quantities.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
REDUCTIONS				
2	Police Traffic Directors	-80.00	\$ 60.00	-\$4,800.00
3	Breakaway Barricade	-6.00	\$ 1.00	-\$6.00
5	Construction Barrier Curb	-20.00	\$ 1.00	-\$20.00
6	Super Silt Fence, Black	-516.00	\$ 5.00	-\$2,580.00
7	Haybale (If & Where Directed)	-35.00	\$ 1.00	-\$35.00
8	Floating Turbidity Barrier, Type 2	-10.00	\$ 1.00	-\$10.00
9	Sediment Control Bag	-500.00	\$ 1.00	-\$500.00
12	Excavation, Unclassified	-93.99	\$ 15.00	-\$1,409.85
13	Excavation, Test Pit (If & Where Directed)	-50.00	\$ 1.00	-\$50.00
15	Dense-Graded Aggregate Base Course, 6" Thick	-136.22	\$ 8.00	-\$1,089.76
16	Tack Coat	-45.00	\$ 0.01	-\$0.45
17	Prime Coat	-260.00	\$ 0.01	-\$2.80
18	Polymetric Joint Adhesive	-45.34	\$ 1.00	-\$45.34
19	Hot Mix Asphalt 25M64 Base Course, 6" Thick	-94.00	\$ 60.00	-\$5,640.00
20	Hot Mix Asphalt 12.5ME Surface Course, 2" Thick	-33.00	\$ 65.00	-\$2,145.00
22	Rip-Rap Stone Slope Protection, 36" Thick (D50=12")	-171.05	\$ 25.00	-\$4,276.25
23	Removal of Beam Guide Rail	-3.00	\$ 2.00	-\$6.00
24	Beam Guide Rail	-132.50	\$ 25.00	-\$3,312.50
27	Traffic Stripes, Long Life, Epoxy Resin, 4"	-90.00	\$ 2.00	-\$180.00
29	Topsoiling, 6" Thick	-18.00	\$ 5.00	-\$90.00
30	Borrow Topsoil (If & Where Directed)	-100.00	\$ 35.00	-\$3,500.00
31	Fertilizing and Seeding, Type ERNMX-131, Modified	-18.00	\$ 2.00	-\$36.00
32	Straw Mulching	-18.00	\$ 1.00	-\$18.00
33	Fuel Price Adjustment	-1.00	\$ 7,342.75	-\$7,342.75
36	Permanent Sheet piling	-2870.43	\$ 0.01	-\$28.70
39	Test Pile, Furnished	-11.00	\$ 50.00	-\$550.00
40	Test Pile, Driven	-50.42	\$ 90.00	-\$4,537.80
41	Cast-In-Place Concrete Pile, Furnished, 14" Diameter	-176.00	\$ 45.00	-\$7,920.00
42	Cast-In-Place Concrete Pile, Driven, 14" Diameter	-1920.60	\$ 20.00	-\$38,412.00
46	Membrane Waterproofing	-565.06	\$ 16.00	-\$9,040.96
47	I-9 Soil Aggregate	-500.59	\$ 25.00	-\$12,514.75
51	Bridge Railing (1 Rail Aluminum)	-0.20	\$ 140.00	-\$28.00
53	Inlet, Type E (If & Where Directed)	-1.00	\$ 4,500.00	-\$4,500.00
54	18" Reinforced Concrete Pipe (If & Where Directed)	-66.00	\$ 50.00	-\$3,300.00
55	Concrete Headwall (If & Where Directed)	-4.00	\$ 4,000.00	-\$16,000.00
Total Reductions				-\$133,927.91
EXTRAS				
4	Construction Signs	3.30	\$14.00	\$46.20
21	Non-Vegetative Surface, Hot Mix Asphalt	2.89	\$32.00	\$92.48
43	Reinforcement Steel, Epoxy Coated	147.56	\$1.40	\$206.58
44	Concrete Footing	33.85	\$1,200.00	\$40,620.00
Total Extras				\$40,965.26
SUPPLEMENTAL				
S1	18" HDPE Pipe	40.00	\$85.27	\$3,410.80
Total Extras				\$3,410.80
Amount of Original Contract		\$1,947,338.00	Extras	\$40,965.26
Amount of Original Contract + Change Order No. 1		\$1,857,786.15	Supplemental	\$3,410.80
			Reduction	-\$133,927.91
			Total Change	-\$89,551.85
% Change in Contract		-4.5987% Decrease		

 10-15-20 Approved: _____
Vincent M. Voltaggio, P.E. Date (District Engineer) Date
Gloucester County Engineer (Local Highway Design)

Robert M. Damming Date
Freeholder Director

 10/12/20
(Contractor) Date

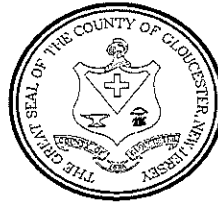
**RESOLUTION AUTHORIZING CHANGE ORDER #01-FINAL
TO DECREASE THE CONTRACT WITH RICHARD E. PIERSON
CONSTRUCTION CO., INC. BY \$437,696.48**

WHEREAS, by Resolution adopted on November 6, 2019 the County of Gloucester ("County") authorized the award of a contract to Richard E. Pierson Construction Co., Inc. for \$3,653,713.58, for the construction of Rowan/Ellis Mill Road/Route US 322 Connector Road (CR 641 Spur) in the Township of Harrison and Borough of Glassboro, known as Engineering Project #18-15SA; and

WHEREAS, the County Engineer has recommended Change Order #01-Final to decrease the contract by \$437,696.48, resulting in a new total contract amount of \$3,216,017.10.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to Change Order #01-Final to decrease the contract with Richard E. Pierson Construction Co., Inc. by \$437,696.48, resulting in a new total contract amount of \$3,216,017.10 to completion of the Project.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

Richard E Pierson Construction Co, Inc.
PO Box 43, Woodstown, NJ 08098

Construction of Rowan / Ellis Mill Road /
US 322 Connector Road (CR641 Spur)

November 6, 2019

19-09362

\$3,653,713.58

\$0.00

-\$437,696.48

\$3,216,017.10

(Total of Numbers 5, 6 & 7 Above)

9. Need or Purpose of this Change Order: Reduction of the Alternate Bid, reduction of 96 LF of 24 inch reinforced concrete pipe, class III, extra for a 16" ductile iron pipe, and supplemental water main work and storm sewer, duct bank work, and material change. Final as-built quantity adjustment.

This change order requested by

(Department Head)

on 12-21-2020
(Date)

(Date)

Accepted by

(Vendor)

on 10/19/2020
(Date)

(Date)

Approved by the Board of Chosen Freeholders, County of Gloucester

Attest:

By:

Laurie J. Burns
Clerk of the Board

Robert M. Damming, Director

To All Vendors:

To All Vendors:
This Change Order is not official nor authorized until such time as this Change Order is accepted by The Board of Chosen Freeholders, County of Gloucester with appropriate Resolution.

Form SA-1

NEW JERSEY DEPARTMENT OF TRANSPORTATION
LOCAL AID PROJECT
CHANGE ORDER NUMBER 1 (FINAL)
STATE AID PROJECT

PROJECT	Construction of Rowan / Ellis Mill Road / US 322 Connector Road (CR641 Spur)
MUNICIPALITY	Township of Harrison and Borough of Glassboro
COUNTY	Gloucester
CONTRACTOR	Richard E Pierson Construction Co, Inc.

In accordance with the project Supplementary Specification the following are changes in the contract.

Reduction of the Alternate Bid, reduction of 96 LF of 24 inch reinforced concrete pipe, class III, extra for a 16" ductile iron pipe, and supplemental water main work and storm sewer, duct bank work, and material change. Final as-built quantity adjustment.

Item No.	Description	Quantity (+/-)	Unit Prices	Amount
REDUCTIONS				
3	Monument	5.00	\$700.00	\$3,500.00
4	Monument Box	5.00	\$380.00	\$1,900.00
6	Haybale	70.00	\$21.00	\$1,470.00
7	Inlet Filter Type 2, 2'x4'	6.00	\$200.00	\$1,200.00
10	Haybale Check Dam with Temporary Stone Outlet	300.00	\$21.00	\$6,300.00
12	Construction Driveway	94.87	\$35.00	\$3,320.45
13	Breakaway Barricade	10.00	\$0.01	\$0.10
14	Drum	50.00	\$0.01	\$0.50
15	Traffic Cones	50.00	\$0.01	\$0.50
16	Construction Signs	20.00	\$0.01	\$0.20
17	Flashing Arrow Board, 4'x8'	1.00	\$0.01	\$0.01
19	Traffic Control Truck with Mounted Crash Cushion	1.00	\$0.01	\$0.01
20	Police Traffic Directors	80.00	\$60.00	\$4,800.00
21	Fuel Price Adjustment	1.00	\$37,166.11	\$37,166.11
22	Asphalt Price Adjustment	1.00	\$55,007.83	\$55,007.83
26	Excavation, Test Pit	12.00	\$100.00	\$1,200.00
28	Disposal of Regulated Materials	500.00	\$70.00	\$35,000.00
29	Geogrid Reinforcement, If & Where Directed	2200.00	\$1.00	\$2,200.00
30	Dense-Graded Aggregate Base Course, 6" Thick	2806.00	\$8.75	\$24,552.50
31	Polymerized Joint Adhesive	1213.00	\$1.50	\$1,819.50
32	Tack Coat	2000.00	\$0.01	\$20.00
33	Hot Mix Asphalt 12.5ME Surface Course, 2-1/2" Thick	343.70	\$82.00	\$28,183.40
34	Hot Mix Asphalt 19M64 Base Course, 6" Thick	208.16	\$66.00	\$13,738.56
35	18" Reinforced Concrete Pipe, Class III	3.00	\$55.00	\$165.00
36	24" Reinforced Concrete Pipe, Class III	199.50	\$61.00	\$12,169.50
38	15" Reinforced Concrete Pipe, Class III	8.00	\$52.00	\$416.00
42	8" Polyvinyl Chloride Sewer Pipe, Up To 10' Deep	45.00	\$103.00	\$4,635.00
43	8" Polyvinyl Chloride Sewer Pipe, Over 10' Deep	114.00	\$140.00	\$15,960.00
44	18" Steel Casing	70.00	\$108.00	\$7,560.00
45	24" Steel Casing	9.50	\$124.00	\$1,178.00
46	Inlet, Type B	3.00	\$5,045.00	\$15,135.00
47	Inlet, Type E	1.00	\$5,095.00	\$5,095.00
53	Concrete Island, 4" Thick	138.84	\$64.00	\$8,885.76
54	9"x18" Concrete Vertical Curb	262.00	\$27.00	\$7,074.00
55	Traffic Stripes, 4"	17000.00	\$0.32	\$5,440.00
56	Traffic Stripes, 8"	2000.00	\$0.64	\$1,280.00
57	Traffic Markings, Symbols	350.00	\$5.55	\$1,942.50
58	RPM, Bi-directional, Red & White Lens	55.00	\$26.00	\$1,430.00
59	Traffic Stripes, 24"	556.00	\$5.00	\$2,780.00
60	RPM, Bi-directional, Amber Lens	100.00	\$26.00	\$2,600.00
61	Regulatory and Warning Sign	85.00	\$36.00	\$3,060.00
62	Topsoil Spreading, 4" Thick	2883.96	\$2.00	\$5,767.92
63	Fertilizing and Seeding, Type A-3	13429.74	\$0.75	\$10,072.31
64	Straw Mulching	13429.74	\$0.50	\$6,714.87
66	Concrete Thrust Block	5.00	\$190.00	\$950.00

67	Reflective U-Post Insert	19.00	\$50.00	\$950.00
72	Ground Cover or Vine, #1 Container	2100.00	\$20.00	\$42,000.00
73	Course Aggregate, Size No. 57	251.11	\$42.00	\$10,546.62
74	Dense-Graded Aggregate Base Course, Variable Thickness	250.00	\$51.00	\$12,750.00
75	Flexible Delineator, Ground Mounted	5.00	\$200.00	\$1,000.00
76	Concrete Slope Gutter, 6" Thick	43.60	\$112.00	\$4,883.20
77	Deciduous Shrub, 18-24" High, #3	250.00	\$30.00	\$7,500.00
78	Deciduous Shrub, 24-30" High, #5	250.00	\$40.00	\$10,000.00
79	Evergreen Shrub, 18-24" High, #3	250.00	\$30.00	\$7,500.00
A1.1	Concrete Encased Duct Bank, (4) 4" Conduits	5000.00	\$67.00	\$335,000.00
A1.2	Fiber Optic Vault	12.00	\$7,789.00	\$93,468.00

Total Reductions \$867,288.35

EXTRAS

5	Silt Fence	1167.00	\$5.00	\$5,835.00
9	Topsoil Stabilization, Type 1 Mat	857.50	\$2.50	\$2,143.75
27	Excavation, Unclassified	745.29	\$7.50	\$5,589.68
37	18" High Density Polyethylene Pipe	7.00	\$55.00	\$385.00
41	Manhole, Sanitary Sewer, Over 10' Deep	2.00	\$7,285.00	\$14,570.00
48	Infiltration Sand Layer, 6" Thick	3774.04	\$6.00	\$22,644.24
51	Anti-seep Collar	0.27	\$2,075.00	\$560.25
52	Rip-rap Stone Slope Protection, 12" Thick, d50=6"	122.10	\$67.00	\$8,180.70
65	16" CLDIP Water Main	1151.00	\$160.00	\$184,160.00
68	Topsoil Spreading, 6" Thick	431.99	\$2.00	\$863.98
70	Borrow Topsoil	575.00	\$38.00	\$21,850.00
71	I-14 Soil Aggregate	7728.82	\$8.50	\$65,694.97

Total Extras \$332,477.57

SUPPLEMENTALS


X1	Hydrant	2	\$9,400.00	\$18,800.00
X2	8 inch CLDIP Water Main	170	\$100.00	\$17,000.00
X3	8 inch Gate Valve	2	\$3,900.00	\$7,800.00
X4	16 inch Butterfly Valve	2	\$7,100.00	\$14,200.00
X5	30 inch RCP Class 3	93	\$90.00	\$8,370.00
X6	Concrete Encased Duct Bank, 4"	80	\$199.93	\$15,994.40
X7	18" CLDIP Storm Sewer	90	\$166.11	\$14,949.90

Total Supplemental \$97,114.30

Amount of Original Contract	\$3,653,713.58
Amount of Original Contract + Change Order No. 1	\$3,216,017.10

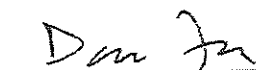
Extras	\$332,477.57
Supplemental	\$97,114.30
Reduction	\$867,288.35
Total Change	-\$437,696.48

% Change in Contract -11.9795% Decrease


Vincent M. Vollaggio, P.E. Date 10-21-20
Gloucester County Engineer

Approved: _____
(District Engineer) Date
(Local Highway Design)

Robert M. Damminger Date
Freeholder Director


(Contractor) Date 10/19/2020

C-3

**RESOLUTION AUTHORIZING AN AMENDMENT TO INCREASE THE
CONTRACT WITH REMINGTON & VERNICK ENGINEERS BY \$160,000.00
THROUGH COMPLETION OF THE PROJECT**

WHEREAS, by Resolution adopted February 19, 2020, the County of Gloucester ("County") awarded a professional services contract to Remington & Vernick Engineers in an amount not to exceed \$150,000.00 regarding County-wide engineering services, construction inspection, and environmental services and/or other unspecified projects through February 6, 2021, as per RFP-20-014; and

WHEREAS, In March 2020, for safety and efficiency, the County entered into various emergency road Contracts for high traffic roads which had reduced traffic due to the COVID-19 shutdown; and

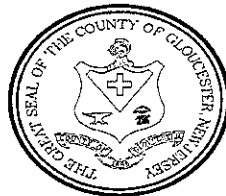
WHEREAS, by Resolution adopted on April 15, 2020 an emergency contract was authorized for road repairs on Blackwood-Barnsboro Road in the Townships of Deptford and Washington, as set forth in Engineering specifications #17-02, and the County now requires construction management and inspections in regard to this Project, thereby requiring an increase in the contract in an amount not to exceed \$160,000.00, resulting in a total contract amount not to exceed \$310,000.00; and

WHEREAS, the contract is for estimated units of service and is open-ended, which does not obligate the County of Gloucester to make any purchase or engage any service and, therefore, no Certificate of Availability of Funds are required at this time.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to an amendment to the contract with Remington & Vernick Engineers to increase the contract in an amount not to exceed \$160,000.00, for a new total contract amount not to exceed \$310,000.00 until completion of the Project pursuant to N.J.S.A. 40A:11-15(9); and

BE IT FURTHER RESOLVED that all other terms and conditions of the contract shall remain in full force and effect.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**AMENDMENT TO CONTRACT
BETWEEN
COUNTY OF GLOUCESTER
AND
REMINGTON & VERNICK ENGINEERS**

THIS is an Amendment to a contract which was entered into on the 7th day of February, 2020, by and between the **County of Gloucester**, hereinafter referred to as “**County**”, and **Remington & Vernick Engineers** of 232 Kings Highway East, Haddonfield, NJ 08033, hereinafter referred to as “**Contractor**”; and

NOW, THEREFORE, in further consideration for the mutual promises made by and between County and Contractor in the above-described contract, the parties hereby agree to a second amendment to the contract as follows:

This Amendment to the contract will increase the contract in an amount not to exceed \$160,000.00, for a total contract amount not to exceed \$310,000.00. Said increase is necessary due to unforeseen, additional work required due to emergency road repairs required by the County.

ALL OTHER TERMS and provisions of the contract and the conditions set forth therein shall remain in full force and effect.

THIS AMENDMENT is effective as of the 4th day of **November, 2020**.

ATTEST:

COUNTY OF GLOUCESTER

**LAURIE J. BURNS,
CLERK OF THE BOARD**

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

REMINGTON & VERNICK ENGINEERS

**By: LEONARD A. FAIOLA, PE, PP, CME
Title: PRESIDENT/CEO**

F-1

**RESOLUTION AUTHORIZING A GRANT APPLICATION WITH THE NJ
DEPARTMENT OF ENVIRONMENTAL PROTECTION AND ACCEPTANCE OF THE
2021 COUNTY ENVIRONMENTAL HEALTH ACT GRANT FOR THE TERM JULY 1,
2020 TO JUNE 30, 2021 IN THE AMOUNT OF \$150,000.00 WITH AN IN-KIND
MATCH OF \$150,000.00 FOR A TOTAL AMOUNT OF \$300,000.00.**

WHEREAS, the County of Gloucester, through the Department of Health seeks to submit a grant application with the NJ Department of Environmental Protection for the 2021 County Environmental Health Act (CEHA) grant, for funding to be used for support services provided on behalf of the DEP to include safe water, pesticides, and ambient safe water (stream) inspections; and

WHEREAS, the Gloucester County Board of Chosen Freeholders acknowledges the grant funds to be received are in the amount of \$150,000.00 with an in-kind match of \$150,000.00, for a total amount of \$300,000.00 for grant term July 1, 2020 to June 30, 2021, and understands the grant award will be subject to the conditions and regulations issued by the granting authority for the administration of the grant.

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute, and the Clerk of the Board is directed to attest to the grant application, and any resulting grant agreement with the NJ Department of Environmental Protection for the 2021 County Environmental Health Act (CEHA) grant in the amount of \$150,000.00 with an in-kind match of \$150,000.00, for a total amount of \$300,000.00, for grant term July 1, 2020 to June 30, 2021; and

BE IT FURTHER RESOLVED that the Board of Chosen Freeholders hereby accepts the grants funds awarded and confirms that the funds will be used for the purposes set forth in the application and pursuant to the terms of the grant, and that it will comply with all applicable regulations of the granting authority as may be required, and that the County Health Department shall be responsible for grant implementation.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE: 10/22/2020

1. GRANT TITLE: C.E.H.A.
2. DEPARTMENT: Health and Human Services
3. GRANT ID NUMBER: STATE: _____
FEDERAL: _____
4. FUNDING AGENCY CONTACT PERSON: Walter Beland
5. FUNDING AGENCY PHONE NUMBER: 609/292-1305
6. GRANT AMOUNT: \$150,000.00
7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: 150,000.00
- C. MODIFICATION AMOUNT _____
- D. NEW TOTAL: 300,000.00
8. CONTRACT PERIOD: FROM: 07/01/20 TO: 06/30/21
9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____
REIMBURSEMENT: MONTHLY: _____
QUARTERLY: X
END OF CONTRACT: _____
OTHER (EXPLAIN) _____
10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES _____ NO _____
ARE THEY MONTHLY _____ QUARTERLY X END OF CONTRACT _____
LIST DATES REPORTS ARE DUE: _____

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES_____ NO__X_____
(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING
SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES__X___ NO_____
EXPLAIN:_____

13. PLEASE PROVIDE A BRIEF DISCRIPTION WHICH WILL BE USED FOR THE
BUDGET RESOLUTION: ___County Environmental health Act Grant(CEHA)
supports services provided on behalf of DEP, including Solidwaste program, air pollution
prevention and use of DEP's database.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR APPROVAL?
YES_____ NO__X_____

DEPARTMENT HEAD:_____
Signature

DATE:_____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION:_____

DATE RECEIVED BY BUDGET OFFICE:_____

REVIEWED:

DEPARTMENT OF TRESURY, GRANTS DIVISION:

1._____
Signature

2._____
Signature

Revised: 9/12/01
In Kind Match
Carey 113,920.
Olejarski 36,088

Budget
101 Salaries 150,000.00

GRANT REQUEST FORM

INCLUDE THE GRANT APPLICATION AND COMPLETED PROPOSAL. IF THE GRANT PROVIDES FOR OUTSIDE CONTRACTING, INCLUDE AN EXPLANATION OF YOUR SELECTION PROCEDURES FOR SUB-GRANTEES. ALSO INCLUDE BUDGET WITH COUNTY ACCOUNT NUMBERS.

DATE: 10/22/2020

1. TYPE OF GRANT
____ NEW GRANT
 X RENEWAL/CONTINUATION-PREVIOUS YR. BUDGET NUMBER 321
2. GRANT TITLE: C.E.H.A.
3. GRANT TERM: FROM: 07/01/20 TO: 06/30/21
4. COUNTY DEPARTMENT: Health and Human Services
5. DEPT. CONTACT PERSON & PHONE NUMBER: Karen Christina 218-4134
6. NAME OF FUNDING AGENCY: NJ DEP
7. BRIEF DESCRIPTION OF GRANT PROGRAM (TO BE USED FOR CLERK OF BOARD): Supports services provided on behalf of DEP, including Solidwaste program, air pollution prevention and use of DEPs database.
8. PERSONNEL-EMPLOYEE NAME & AMOUNT OF SALARY FUNDED THROUGH PROPOSED GRANT PROGRAM (INDICATE A NEW HIRE WITH AN ASTERISK " * "):

NAME	AMOUNT	NAME	AMOUNT
Jeff McKenna	_____	Peder Nesse	
Peggy Edwards		Amber Hawk	
Matt Olejarski			

9. TOTAL SALARY CHARGED TO GRANT: \$__150,000.00____
10. INDIRECT COST (IC) RATE: __N/A____%
11. IC CHARGED TO GRANT\$__-0-____
12. FRINGE BENEFIT RATE CHARGED TO GRANT: __N/A____%
13. DATE APPLICATION DUE TO GRANTOR __asap

14. FINANCIAL:

REQUESTED

MANDATED

GRANT FUNDS

CASH MATCH

(Attach Documentation)

IN-KIND MATCH

150,000.00

[illegible]

TOTAL PROGRAM BUDGET: \$300,000.00

15.DID YOU READ THE GRANT/CONTRACT AND UNDERSTAND ITS TERMS?

YES X NO

16. HAS THE DESCRIPTION BEEN E-MAILED TO THE COUNTY TREASURY OFFICE, WHO WILL FORWARD IT TO THE CLERK OF THE BOARD.

DEPARTMENT HEAD:_____

Signature

DATE: _____

Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF HUMAN SERVICES, GRANTS DIVISION:

1. _____

Signature

2. _____

Signature

Revised: 9/22/03

Budget Breakdown:

Salaries	150,000.00	In Kind Salaries	150,000.00
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State of New Jersey

Department of Environmental Protection
P.O. Box 402
Trenton, New Jersey 08625

PHILIP D. MURPHY
Governor

CATHERINE R. MCCABE
Commissioner

SHEILA Y. OLIVER
Lt. Governor

August 27, 2020

Annmarie Ruiz, Health Officer
Gloucester County Department of Health & Human Services
204 East Holly Avenue
Sewell, New Jersey 08080

Re: Anticipated Fiscal Year 2021 CEHA Grant Funding

Dear Ms. Ruiz:

I am responding to your request about the projected amount of funding for the Gloucester County Department Health & Human Services (Gloucester) fiscal year 2021 County Environmental Health Act (CEHA) grant contract, which runs from July 1, 2020 to June 30, 2021. Once the grant is fully executed, Gloucester should anticipate, once we have State Budget confirmation, receiving \$150,000.00 in base-line funding which you will have to match. We also anticipate additional funding for NJEMS, the Pesticide Program, Safe Drinking Water and Right to Know, but we are awaiting confirmation on these funds as well. Gloucester would also have to match the NJEMS and Safe Drinking Water.

We appreciate your patience during this current national crisis, which has resulted in the delay of your FY2021 contract. I Thank you for your continued participation in the CEHA program. If you should have any questions, feel free to e-mail or call your CEHA Coordinator Mr. Lyle Davis at (609) 984-1365.

Sincerely,

Walter Beland, Bureau Chief
BLEM and Right to Know

c: Wendy Carey, GC
Gloucester County file

F-2

**RESOLUTION AUTHORIZING AMENDMENT TO THE ARCH PROGRAM GRANT TO
RECEIVE ADDITIONAL FUNDS FOR THE TERM OCTOBER 1, 2020 TO JUNE 30, 2021 IN
THE AMOUNT OF \$93,750.00.**

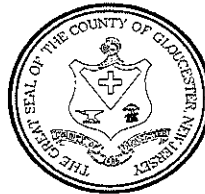
WHEREAS, by Resolution adopted on June 3, 2020, a grant application with the New Jersey Department of Health was authorized on behalf of the County Health Department regarding the ARCH Program Grant, for funds in the amount of \$31,250.00 for grant period July 1, 2020 to June 30, 2021; and

WHEREAS, after submission of the grant application the County was advised by the State on September 22, 2020, that additional funds would be awarded for grant I.D. number DHST21OP1005 in the amount of \$93,750.00 with the grant budget term extended for the period October 1, 2020 to June 30, 2021, resulting in a total grant amount of \$125,000.00 to be used regarding reproductive care and HIV services (ARCH Nurse Program).

NOW, THEREFORE, BE IT RESOLVED by the Board of Chosen Freeholders of the County of Gloucester that amendment to ARCH Program Grant (ID Number DHST21OP1005) is hereby authorized, and that the County accepts additional grant funds in the amount of \$93,750.00, for a total grant amount of \$125,000.00 for the term October 1, 2020 to June 30, 2021; and

BE IT FURTHER RESOLVED that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to any documents necessary to effectuate said grant amendment.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

BUDGET AMENDMENT FORM

INCLUDE GRANT AGREEMENT AND/OR COMMITMENT LETTER, ATTACH (AMENDED) BUDGET PAGE WITH COUNTY BUDGET EXPENEDITURE EXPLANATIONS (C-2 FORM) AND CODE NUMBER (PER BUDGET MANUAL).

DATE October 22, 2020

1. GRANT TITLE: ARCH Program/ Access to Reproductive Care & HIV Services
2. DEPARTMENT: Health Department
3. GRANT ID NUMBER: STATE: DHST21OPI005

FEDERAL: _____

4. FUNDING AGENCY CONTACT PERSON: Lisa Jones
5. FUNDING AGENCY PHONE NUMBER: (609) 826-5976
6. GRANT AMOUNT: \$31,250.00

7. A. CASH MATCH AMOUNT: _____
(Attach mandated documentation)
- B. IN-KIND MATCH: _____
- C. MODIFICATION AMOUNT: 93,750.00
- D. NEW TOTAL: \$ 125,000.00

8. CONTRACT PERIOD: FROM: 7-01-2020 TO: 06/30/2021

9. HOW DOES COUNTY RECEIVE PAYMENT: ADVANCE: _____

REIMBURSEMENT: MONTHLY: _____

QUARTERLY: x

END OF CONTRACT: _____

OTHER (EXPLAIN) _____

10. ARE EXPENDITURE REPORTS DUE TO GRANTOR? YES x NO _____
ARE THEY MONTHLY _____ QUARTERLY x END OF CONTRACT _____

LIST DATES REPORTS ARE DUE: _____

11. WILL THIS GRANT HAVE ANY SUB-GRANTEES? YES _____
NO x _____

(IF SO PLEASE INCLUDE A COPY OF THE PROPOSAL THAT IS BEING
SENT OUT FOR RFP'S)

12. IS THIS GRANT EXPECTED IN FUTURE YEARS? YES x NO _____
EXPLAIN: _____

13. PLEASE PROVIDE A BRIEF DESCRIPTION WHICH WILL BE USED FOR
THE BUDGET RESOLUTION:
The Access to Reproductive Care and HIV Services (ARCH Nurse) Program is dedicated to
reducing the spread of HIV/AIDS and other infectious diseases by offering drug treatment
assessment, education and prevention services, and community partner linkages for individuals in
the community, including pregnant woman, at high risk for HIV & STD's.

14. ARE BUDGET TRANSFERS PERMITTED WITHOUT GRANTOR
APPROVAL? YES x NO _____

DEPARTMENT HEAD: _____
Signature

DATE: _____

.....
Departmental Use Only

DATE RECEIVED BY GRANTS DIVISION: _____

DATE RECEIVED BY BUDGET OFFICE: _____

REVIEWED:

DEPARTMENT OF TREASURY, GRANTS DIVISION:

1. _____
Signature

2. _____
Signature

Revised: 9/22/03

Christina, Karen

From: Jankauskas, Dittymae
Sent: Thursday, October 15, 2020 11:25 AM
To: Christina, Karen
Subject: FW: Gloucester County Health Department - DHST21OPI005 Grant Amendment Email for the period 10/1/2020 thru 6/30/2021

From: Colon-Street, Evette <Evette.Colon-Street@doh.nj.gov>
Sent: Tuesday, September 22, 2020 3:36 PM
To: Christina, Karen <kchristi@co.gloucester.nj.us>; Jankauskas, Dittymae <djankauskas@co.gloucester.nj.us>
Cc: Thompson, Kevin <Kevin.Thompson@doh.nj.gov>
Subject: Gloucester County Health Department - DHST21OPI005 Grant Amendment Email for the period 10/1/2020 thru 6/30/2021

Good afternoon, Karen.

Enclosed is Gloucester County Health Department - DHST21OPI005 Grant Amendment Email for the period 10/1/2020 thru 6/30/2021.

Gloucester County Health Department

In accordance with the Terms and Conditions for the Administration of Grants, the Division of HIV, STD and TB Services (DHSTS) intends to amend your Grant: DHST21OPI005. We are providing additional funds in the amount of **\$93,750**. Your new total grant award will be **\$ 125,000** and **your new budget period is 10/1/2020 thru 6/30/2021**. Funds must be spent or obligated before the end of the budget period.

Service Category	Funding Amount	Funding Source	Budget Period
ARCH Nurse	\$93,750	State (Opioid) 2021	10/1/2020 to 6/31/2020

Funding under a grant is expressly dependent upon the availability of funds to the department appropriated by the State Legislature from state or federal revenue. The department shall not be held liable for any breach of this agreement, because of the absence of available funding. Changes may be made to the official Attachment C (i.e. addendum or revision) and utilized to monitor and evaluate grant performance. The department will not be able to provide cash payment until the grant amendment is approved.

Grant amendments are to be submitted on-line via the System for Administering Grants Electronically (SAGE) within 5 business days of this notice. SAGE can be accessed at www.sage.nj.gov.

If you have any questions or are in need of assistance, please contact your PMO and/or GMO

Confidentiality Notice: This e-mail, including any attachments, may include advisory, consultative and/or deliberative material and, as such, would be privileged and/or confidential and not a public document. Any information in this e-mail identifying a client of the Department of Health or including protected health information is confidential. If you received this e-mail in error, you are not authorized to review, transmit, convert to hard copy, copy, or in any way further use or disseminate this e-mail or any attachments to it. You

**ARCH
2020-2021 GLOUCESTER COUNTY BUDGET
OTHER EXPENSE REQUEST EXPLANATIONS**

432 Medical Supplies-additional		
Purchase of general medical supplies.ie gloves, alcohol wipes, condoms etc .		1,055
As well as, the cost of pregnancy tests, vaccines and blood drawing supplies.		
260 Lab Cost		
Cost of lab results from testing required by grant		0
275 Printing		
Cost of printed material for informational handouts		281
430 Food		
The cost to reimburse employee who attend mandated trainings outside the county per the union contract.		50
911 Education Material		
Cost to purchase Educational Material to provide to clients		1,442
930 Education and Training		
For ARCH Nurse to attend State training class		0
970 Travel- Estimated cost to reimburse employees who are required to their personal vehicle to attend out of town meetings @ the reimbursement rate of .58 cents per mile as mandated by the grant. Estimate 258.62 miles at .53 cents or		100 0
999 Other expense- To be used for transportation voucher		0
	Total	\$ 2,928
Salaries	78,661 additional	
Fringe	12,161 additional	
	<hr/>	
	90,822	
		93,750

Form C-2

Department Code _____ 327

Submission Date _____ 10/20/2020

Department: Health & Human Services Revision Date _____

F-3

**RESOLUTION AUTHORIZING A PROFESSIONAL SERVICES CONTRACT WITH
CME ASSOCIATES FROM OCTOBER 16, 2020 TO OCTOBER 15, 2021
IN AN AMOUNT NOT TO EXCEED \$270,000.00**

WHEREAS, there exists a need for professional consultant services regarding septic system inspections throughout the County of Gloucester (hereinafter the "County"); and

WHEREAS, proposals were solicited from interested providers pursuant to RFP-20-055, with properly received submissions evaluated consistent with the County's fair and open procurement process; and

WHEREAS, after evaluation based on established criteria, it was determined that CME Associates with offices at One Market Street, Suite 1F, Camden, NJ 08102, tendered the most advantageous proposal; and

WHEREAS, this contract may be awarded without public bidding in that the subject matter of the contract is the provision of professional services for which competitive bids could not be received in accordance with N.J.S.A. 40A:11-5(1)(a)(i); and

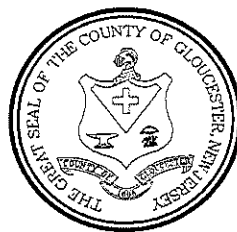
WHEREAS, this contract shall be for estimated units of service, as needed, in an amount not to exceed \$270,000.00, and does not obligate the County of Gloucester to make any purchase; therefore, no Certificate of Availability of Funds is required at this time.

NOW, THEREFORE, BE IT RESOLVED, by the Board of the Chosen Freeholders of the County of Gloucester that the Freeholder Director is hereby authorized to execute and the Clerk of the Board is directed to attest to the contract with CME Associates for professional consultant services regarding septic system inspections as per RFP-20-055 from October 16, 2020 to October 15, 2021, in the amount not to exceed \$270,000.00; and

BE IT FURTHER RESOLVED that prior to any purchase made or service provided pursuant to the within award, a certification must be obtained from the County Treasurer certifying that sufficient funds are available at that time for that particular purchase and identifying the line item of the County budget out of which said funds will be paid; and

BE IT FURTHER RESOLVED, that a brief notice stating the nature, duration, service and amount of the contract, if applicable, and a copy of this Resolution and the contract are on file and available for public inspection in the Office of the Clerk of the Board of Gloucester County. The aforementioned notice shall be published once in the South Jersey Times pursuant to the requirements of the Local Public Contracts Law.

ADOPTED at a regular meeting of the Board of Chosen Freeholders of the County of Gloucester held on November 4, 2020 at Woodbury, New Jersey.



COUNTY OF GLOUCESTER

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

**LAURIE J. BURNS,
CLERK OF THE BOARD**

**CONTRACT FOR PROFESSIONAL SERVICES
BETWEEN
COUNTY OF GLOUCESTER
AND
CME ASSOCIATES**

THIS CONTRACT is made effective this 4th day of **November, 2020**, by and between the **COUNTY OF GLOUCESTER**, a body politic and corporate of the State of New Jersey, with administrative offices at 2 South Broad Street, Woodbury, NJ 08096, hereinafter referred to as “**County**”, and **CME ASSOCIATES**, with offices at One Market Street, Suite 1F, Camden, NJ 08102, hereinafter referred to as “**Contractor**”.

RECITALS

WHEREAS, the County has a need to contract for septic system inspections on behalf of the Health Department as per **RFP-20-055** (hereinafter “**Project**”); and

WHEREAS, Contractor represents that it is qualified to perform the said required services, and desires to so perform pursuant to the terms and provisions of this Contract.

WHEREAS, this Contract is awarded pursuant to, and consistent with, the County’s Fair and Open Procurement Process and the terms and provisions of N.J.S.A. 19:44A-20.4; and

NOW, THEREFORE, in consideration of the mutual promises, agreements, and other considerations made by and between the parties, the County and the Contractor do hereby agree as follows:

TERMS OF AGREEMENT

1. TERM OF SERVICES. This contract shall be effective from October 16, 2020 to October 15, 2021.

2. COMPENSATION. Contractor shall be compensated in an amount not to exceed \$270,000.00 (at the rate of \$115.00/hr. for inspections and \$135.00/hr. for engineering) as per Contractor’s proposal dated October 19, 2020 which was submitted in response to the County’s Request for Proposal, **RFP-20-055**. The Proposal is incorporated into and made part of this Contract by reference.

Contractor shall be paid in accordance with this Contract document upon receipt of an invoice and a properly executed voucher. After approval by the County, the payment voucher shall be placed in line for prompt payment.

Each invoice shall contain an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient specificity shall be cause for rejection of the invoice until the necessary details are provided.

It is also agreed and understood that the acceptance of the final payment by Contractor shall be considered a release in full of all claims against the County arising out of, or by reason of, the work done and materials furnished under this Contract.

3. DUTIES OF CONTRACTOR. The specific duties of the Contractor shall be for professional consultant services regarding septic system inspections as set forth in **RFP-20-055**, and Contractor's Proposal dated October 19, 2020 which are incorporated by reference in their entirety and made a part of this Contract.

Contractor agrees that it has or will comply with, and where applicable shall continue throughout the period of the Contract to comply with, all of the requirements set out in **RFP-20-055**.

4. FURTHER OBLIGATIONS OF THE PARTIES. During the performance of this Contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment, and will ensure that equal employment opportunity is afforded to all applicants in recruitment and employment, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality, sex, veteran status or military service. Such equal employment opportunity shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this nondiscrimination clause.

b. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, affectional or sexual orientation, gender identity or expression, disability, nationality or sex.

c. The Contractor will send to each labor union with which it has a collective bargaining agreement, a notice, to be provided by the agency contracting officer, advising the labor union of the vendor's commitments under this chapter and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor, agrees to comply with any regulations promulgated by the Treasurer pursuant to N.J.S.A. 10:5-31 et seq., as amended and supplemented from time to time and the Americans with Disabilities Act.

e. The Contractor agrees to make good faith efforts to meet targeted County employment goals established in accordance with N.J.A.C. 17:27-5.2.

Contractor shall notify County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor or its agents.

5. LICENSING. If the Contractor, or any of its subcontractors, is required to maintain a license in order to perform the services which are the subject of this Contract, then prior to the effective date of this Contract, and as a condition precedent to its taking effect, Contractor shall provide to the County a copy of all current licenses to operate in the State of New Jersey, which license shall be in good standing and shall not be subject to any current action to revoke or suspend, and shall remain so throughout the term of this Contract.

Contractor shall notify the County immediately in the event of suspension, revocation or any change in status (or in the event of the initiation of any action to accomplish such suspension, revocation and/or change in status) of license or certification held by Contractor, or its agents and/or subcontractors.

6. TERMINATION. This Contract may be terminated as follows:

a. Pursuant to the termination provisions set forth in the Bid Specifications or in the Request for Proposals, if any, as the case may be, which are specifically referred to and incorporated herein by reference.

b. If Contractor is required to be licensed in order to perform the services which are the subject of this Contract, then this Contract may be terminated by County in the event that the appropriate governmental entity with jurisdiction has instituted an action to have the Contractor's license suspended, or in the event that such entity has revoked or suspended said license. Notice of termination pursuant to this subparagraph shall be effective immediately upon the giving of said notice.

c. If, through any cause, the Contractor shall fail to fulfill in timely and proper manner his obligations under this Contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this Contract, the County shall thereupon have the right to terminate this Contract by giving written notice to the Contractor of such termination and specifying the effective date thereof. In such event, all finished or unfinished documents, data, studies, and reports prepared by the Contractor under this Contract, shall be forthwith delivered to the County.

d. The County may terminate this Contract for public convenience at any time by a notice in writing from the County to the Contractor. If the Contract is terminated by the County as provided herein, the Contractor will be paid for the services rendered to the time of termination.

e. Notwithstanding the above, the Contractor shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Contract by the Contractor, and the County may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the County from the Contractor is

determined.

f. Termination shall not affect the validity of the indemnification provisions of this Contract, nor prevent the County from pursuing any other relief or damages to which it may be entitled, either at law or in equity.

7. NO ASSIGNMENT OR SUBCONTRACT. This Contract may not be assigned, nor subcontracted by the Contractor, except as otherwise agreed in writing by both parties. Any attempted assignment or subcontract without such written consent shall be void with respect to the County, and no obligation on the County's part to such subcontractor or assignee shall arise, unless the County shall elect to accept, and consent to, such assignment or subcontract.

8. INDEMNIFICATION. The Contractor, where applicable, shall be responsible for, shall keep save and hold the County harmless from, and shall indemnify the County against, any claim, loss, liability, expense (specifically including but not limited to costs, counsel fees and/or experts' fees), or damage resulting from all mental or physical injuries or disability, including death, to employees or recipients of the Contractor's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants, or independent contractors, or from the Contractor's failure to provide for the safety and protection of its employees, or from Contractor's performance or failure to perform pursuant to the terms and provisions of this Contract, whether or not due to negligence, fault, or default of the Contractor. The Contractor's liability under this Contract shall continue after the termination of this Contract with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. INSURANCE. Contractor shall, if applicable to the services to be provided, maintain general liability, automobile liability, business operations, builders and Workers' Compensation insurance in amounts and with companies deemed satisfactory by the County. Said policies shall be in compliance with any applicable requirements of the State of New Jersey and of the United States. Contractor shall, simultaneously with the execution of this Contract, deliver certifications of said insurance to County, naming the County as an additional insured.

If Contractor is a member of a profession which is subject to suit for professional malpractice, then Contractor shall maintain and continue in full force and effect, an insurance policy for professional liability/malpractice with limits of liability acceptable to the County. Contractor shall, simultaneously with the execution of this Contract, and as a condition precedent to its taking effect, provide to County a copy of a certificate of insurance, verifying that said insurance is and will be in effect during the term of this Contract.

The County shall review the certificate for sufficiency and compliance with this paragraph and approval of said certificate and policy shall be necessary prior to this Contract taking effect. Contractor also hereby agrees to continue said policy in force and effect for the period of the applicable statute of limitations following the termination of this Contract, and shall provide the County with copies of certificates of insurance as the certificates may be renewed during that period of time.

10. **SET-OFF.** Should Contractor either refuse or neglect to perform the services which Contractor is required to perform in accordance with the terms of this Contract, and if expense is incurred by County by reason of Contractor's failure to perform, then and in that event, such expenses shall be deducted from any payment due to Contractor. Exercise of such set-off shall not operate to prevent County from pursuing any other remedy to which it may be entitled.

11. **PREVENTION OF PERFORMANCE BY COUNTY.** In the event that the County is prevented from performing this Contract by circumstances beyond its control, then any obligations owing by the County to the Contractor shall be suspended without liability for the period during which the County is so prevented.

12. **NON-WAIVER.** The failure by the County to enforce any particular provision of this Contract, or to act upon a breach of this Contract by Contractor, shall not operate as or be construed as a waiver of any subsequent breach, nor a bar to any subsequent enforcement

13. **PARTIAL INVALIDITY.** In the event that any provisions of this Contract shall be, or become, invalid under any law or applicable regulation, such invalidity shall not affect the validity or enforceability of any other provisions of this Contract.

14. **NOTICES.** Notices required by this Contract shall be effective upon mailing of notice by regular and certified mail to the addresses set forth above, or by personal service, or if such notice cannot be delivered or personally served, then by any procedure for notice pursuant to the Rules of Court of the State of New Jersey.

15. **GOVERNING LAW, JURISDICTION AND VENUE.** This agreement and all questions relating to its validity, interpretation, performance or enforcement shall be governed by and construed in accordance with the laws of the State of New Jersey. The parties each irrevocably agree that any dispute arising under, relating to, or in connection with, directly or indirectly, this agreement or related to any matter which is the subject of or incidental to this agreement (whether or not such claim is based upon breach of contract or tort) shall be subject to the exclusive jurisdiction and venue of the state and/or federal courts located in Gloucester County, New Jersey or the United States District Court, District of New Jersey, Camden, New Jersey. This provision is intended to be a "mandatory" forum selection clause and governed by and interpreted consistent with New Jersey law and each waives any objection based on forum non conveniens.

16. **INDEPENDENT CONTRACTOR STATUS.** The parties acknowledge that Contractor is an independent contractor, and is not an employee, or agent of the County.

17. **BINDING EFFECT.** This Contract shall be binding on the undersigned, and their successors and assigns.

18. **CONTRACT PARTS.** This Contract consists of this Contract document, **RFP-20-055** issued by the County, and the Contractor's Proposal. Should there occur a conflict between this form of Contract and **RFP-20-055**, this Contract shall prevail. Should there occur a conflict

between this Contract or **RFP-20-055**, and Contractor’s Proposal, then this Contract, or the RFP, as the case may be, shall prevail.

THIS CONTRACT is effective the **4th** day of **November, 2020**.

IN WITNESS WHEREOF, the County has caused this instrument to be signed by its Director and attested by its Clerk, pursuant to a Resolution of the Board of Chosen Freeholders passed for that purpose, and Contractor has caused this instrument to be signed by its properly authorized representative and its corporate seal affixed the day and year first above written.

ATTEST:

COUNTY OF GLOUCESTER

LAURIES J. BURNS,
CLERK OF THE BOARD

ROBERT M. DAMMINGER, DIRECTOR

ATTEST:

CME ASSOCIATES

JAMES WINCKOWSKI, PE, CME
Title: